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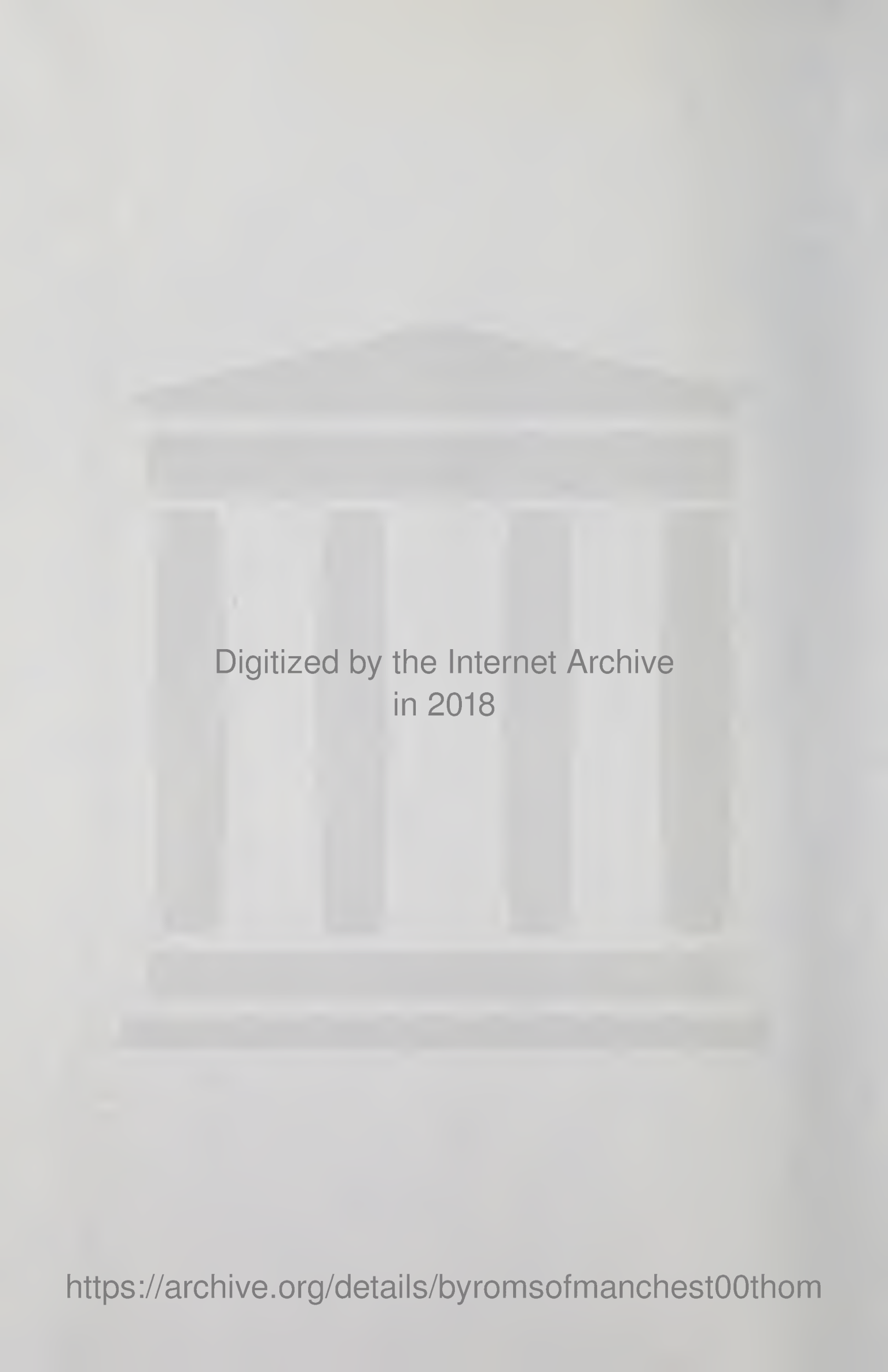
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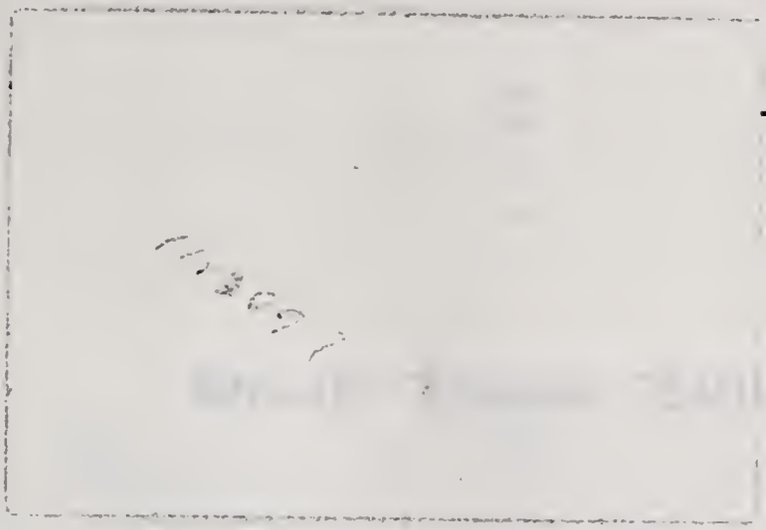

This copy is from a limited edition of 64 copies. The type was set by hand and the pages were printed at his home by the compiler, whose hobby is doing such work. Mr. Thomson is an authority in several fields of research, notably on John Byrom and on the history of Manchester, England, and is the author of "Shakespeare's Characters; A Historical Dictionary" as well as other works.

2.

Strictly Limited Edition.

This is No: 9.

W. H. Thomson. B. A.

Printed and Published by the Author.

18, Waltham Road, Manchester 16.

1959

The Byroms of Manchester.

A unique collection of Deeds and Wills
relating to a Manchester family and their home,
the black-and-white timber building,
which still stands in the Market Place.

V. 1

Volume 1.

The First Three Edwards.

A 1691 Byrom

1616268

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Preface.

The entry of the Byroms into the affairs of Manchester begins with the first Edward who was the progenitor of both the elder and the younger line. The elder line, through his son William, soon died out but the younger line figured largely in the town for many years.

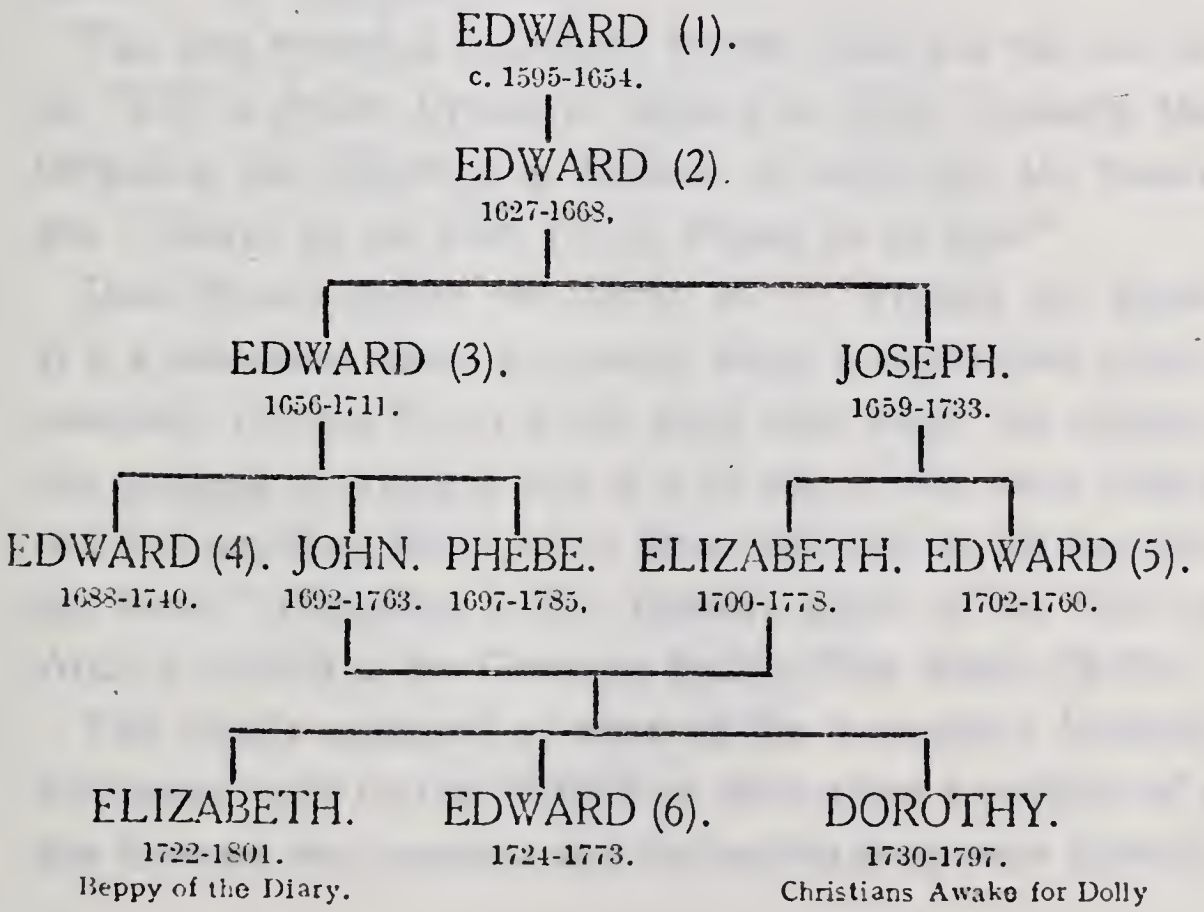
This volume deals with the first Edward, his son and grandson both of the same name. Most of these Deeds and Wills have not been published previously. The erratic spelling has been retained in all the documents but not the unfamiliar long form of the letter s.

Joseph, the younger brother of the third Edward, it is hoped, will be dealt with in a second volume and the descendants of both brothers in a third.

I have to thank the lady of the Byrom family who generously made most of these Deeds and Wills available for publication; O. F. Carter Esq: A. R. I. B. A. for his survey of the Shambles property and the elevation on page 92; and my niece, Miss V. Keable, for help in transcribing all the documents as well as in type-setting and printing.

There were six Manchester Byroms named Edward so, for convenient reference, they are numbered in order of birth.

The Byroms of Manchester.



The Coat of Arms.

The reproduction opposite is from a silver and ivory snuff-box that is still among the Byrom heirlooms. It was on show at the Byrom Exhibition in the Art Gallery in 1951.

Arms:- *Argent, a chevron between three hedgehogs sable, a canton azure.*

Crest:- *A hedgehog, sable.*

The first recorded use of the Byrom Arms was the seal on the Will of Adam Byrom of Salford in 1557. Probably the hedgehog was chosen as an emblem to imply that the bearer was "always on the alert yet an enemy to no one."

John Byrom quotes the motto as :- "Frustra per plura. It is a shorthand motto you know, being a contraction of this sentence: Frustra fit per plura quod fieri potest per minora; the meaning of which is that it is in vain to use more means to bring anything about when fewer will do; or, the less ado the better." [Remains. 1/78]. Byrom's poem on his Coat of Arms is printed in the Chetham Society New Series. 29/26.

The family appeared at none of the Lancashire Heraldic Visitations until that of Dugdale in 1664, when a pedigree of a few descents was recorded and the ancient arms were allowed.

Edward Byrom. (I).

The first Edward Byrom was a linen-draper and, about 1615, he married Ellen, daughter of Thomas Worsley of Carr in Bowden. It is not known yet when and where he was born. He is mentioned in 1620 as a bylawman. (C. L. R. III. 27.)

In 1626 he purchased a dwelling in Hanging Ditch and did his suite and service. (C. L. R. III. 112).

He became a Juror of the Court Leet in the same year and, after holding many subordinate offices, became one of the Constables in 1638. His name is listed among those who signed the Protestation on Feb: 28th 1641 - 2. (Pal: N. I. 122.)

Politically he supported Parliament and, on the outbreak of the Civil War in 1642, became a sergeant under Col. Rosworm to whom he revealed a plot to seize and plunder the town.

Rosworm. J. "Good Service Ill Rewarded".

Ormerod. G. "Civil War Tracts".

Unlike many of his neighbours, he did not repudiate his promise of financial support to the German military commander for, among the list of inhabitants who subscribed to pay Rosworm in 1648, we find:-

Hanging Ditch ... Edward Byrom. 3/-. (C. A/cs. II. 190).

Wheeler, confused him with Edmund, brother of the Royalist Major John, of Salford, and mistakenly states that Edward was fined £2 : 6 : 8 as a delinquent in 1648 and the error is repeated by Axon in his Annals of Manchester.

For the tax laid on the County in 1651, there is assessed :-

Hanging Ditch ... Edward Byrom. 1/3. (C. A/cs. II. 210).

He was one of the inhabitants who supported the nomination of Col. Charles Worsley of Platt as M. P. for Manchester in Cromwell's First Protectorate Parliament, 1654. The Indenture of this election is printed in the Court Leet Records IV. 117 and in Bookers History of Birch p 41.

Dugdale's Visitation of Lancashire in 1664 names Edward Byrom (1) in the Tables of Descents. Edward Byrom (1) died in 1654 and was buried in the Collegiate Church.

Edmund or Edward?

There is no doubt that the younger brother of Serjeant-major John Byrom of Salford was named Edmund as that is the one given in the Baptismal Register. He was probably so named after his maternal grandfather, Edmund Prestwich or else his father's younger brother. Edmund is given in my certified copy of Dugdale's Visitation; in the published edition; and in the Byrom Pedigrees by Raines. In his notes Raines says Edmund Byrom of Salford compounded for £2 : 6 : 8.

As a matter of fact, the name Edward nowhere appears in the Pedigree of the Salford Byroms. In the published copy of the Salford Protestation, 1641, the name is given as Edward and the Palatine Notebook annotation is, "Edward, not Edmund as in Dugdale's Pedigrees" evidently unaware of his Baptismal entry. The name Edward is also mistakenly given in the Lancashire Composition Papers, 1651.

Edward Byrom. (1).

WILL. 27. Feb: 1654 - 5.

Proved in London 1. Sept: 1655.

Probate granted by Cromwell's official.

IN THE NAME OF GOD AMEN the Seaven and Twentieth day of ffebruarie in the yeare of our lord god One Thousand six hundred and ffiiftie and foure. (i e Old Style). I, Edward Byrom of Manchester in the County of Lancaster, Lynnen Draper Beinge Sicke and infirme in body But of good and perfect memorie, the Lord God be praised therefore yet consideringe that death is Common to all Creatures but the houre and tyme most uncertayne Doe ordayne and make this my Testament wherein is Contayned the effect of my last will in manner and forme followinge That is to say, first and principally I Commend my Soul into the hands of Almighty God my maker Trusting most assuredly to be saved by the Merritts of Christ's death and passion And my body to bee buried within the parish Church of Manchester neare to my late wife Deceased in such decent sort and after such comely manner as shall seme best to my Executor and Overseers hereafter herein named And as touchinge such worldly goods as the Lord of his mercie and goodness hath blessed me withall, after my Debts paid If there shall bee any and Funeralle Expences discharged, I doe give and bestowe the same as herein expressed and declared. FIRST it is my Will and minde and I doe give unto my sonne Edward Byrom The

summe of Two hundred pounds, the which I promised to give him att the tyme of his marriage. ALSOE Itt is my Will and Minde, and I doe give more unto my sonne Edward Byrom aforesaid All my household goods of what nature or kinde they shalbe of, or in whose hands or custodie they shall bee in at the tyme of my Decease, The Seeleing and Portalls in the Hall and great Chamber, the bedstead in the Garden Chamber, with whatever else belongs and appertaynes to the ffrehould only excepted. All which things before excepted Itt is my Will and Minde and I doe give and bequeath all the same unto my sonne William Byrom. ALSOE Itt is my Will and Minde and I doe give unto my Daughter Anne Byrom ffourscore pounds. ALSOE It is my will and minde and I doe give unto my Grandsonne Thomas Clarke ffive pounds ALSOE it is my will and minde and I doe give and bequeathe to my Daughter Elizabeth Marsh Tenne poundes. Also it is my will and minde and I doe give unto the Two Children of my Danghter Elizabeth, William Marsh and Elizabeth Marsh ffive pounds apeece. And the same to bee disposed of at the discretion of my Executor and Overseers hereafter named. ALSOE it is my will and minde, and I doe give and bequeathe unto my Daughter Sarah Worthington Twentie pounds; Alsoe it is my will and minde, and I doe give unto all the Children that I am owne Grandfather unto; Two Shillings and Sixpence apeece (my Grandchild Thomas Clarke only excepted). Alsoe it is my will and minde, and I doe give and bequeath to my brother-in-law John Worsley Twentie Shillings. ALSO it is my will and minde and I doe give unto my sister Byrom of Warrington ffive shillings; Alsoe is my will and minde and I

doe give unto Mary Thorpe, my servant, six shillings and eightpence. ALSOE it is my will and minde and I doe give and bequeath to the poore householders in Manchester ffourtie shillings And the same to bee distributed at the discretion of my Executor and Overseers. AND all the rest residue and remainder of my goods I give and bequeath the same to my Sonne Edward Byrom aforesaid to bee by him disposed of at his will and pleasure. Alsoe I doe ordayne and make my lovinge sonne Edward Byrom sole executor of this my last will and testament Desiringe him to see the same accomplished as my sure trust is in him. ALSOE I desire my lovinge Sonne William Byrom, my lovinge ffreind Mr Philippe Stampe, and my lovinge sonne-in-law ffrancis Worthington to bee Overseers hereof. And for theire paines takeinge therein It is my Will and minde, and I doe give unto every one of them Twentie shillings apeece; And lastly I doe renounce, ffrustrate and make voyd all former and other Wills Legacies and bequeaths by mee heretofore given and bequeathed whatsoever.

IN WITNES whereof the said Edward Byrom the Testator have hereunto sett my hand and seale the day and yeare first above written.

Edward Byrom. X His Marke.

Signed Published Pronounced and declared for my last will and Testament in presence and witness of us,

Ralph Shelmerdine, John Sawrey, Evan Clarke.

Proved in London 1 Sept: 1655.

By the oath of Edward Byrom sonne of the Deceased and Sole Executor named in the Will.

Probate Certificate.

OLIVER Lord Protector of the Commonwealth of England Scotland and Ireland and the Dominions thereunto belonging To all persons to whom these presents shall come Greeting Know ye uppon the Third Day of September In the yeare of our Lord one Thousand Six hundred fifty five aforesaid before Judges for probate of Wills and Adminstrations Lawfully authorised The Last Will and Testament of Edward Byrom late of Manchester in the County of Lancaster Deceased was att London in comon forme proved which Will is these presents - - - - - - and Administration of all and singular the goods chattels and Debts of the deceased which in any manner of way concerne him or his said Will was granted Committed To Edward Byrom his Sonne and sole Executor named in the said Will hee having first taken his oath well and truly to administer the said goods Chattels and Debts according to the tenure and effect of the same Will and to make or cause to be made true and perfect In all and singular the goods Chattels and Debts of the said deceased which have made or shall any way whatsoever come to his hands possession or knowledge and also a true and inst. accompte and concerning his said administration when he shalbe assigned or lawfully called soe to do which touching an Indenture hee was personlly assigned to perform att or before the Last Day of October next ensueing.

Given at London under the Seal of the Court for Probate of Wills and granting administrations the day and year aforesaid.

Wm. Jones.

Mark Cattle. Regr.

Court Leet Records.

Volume 3. *The page is given at the end of each entry.*

1620. Bylawman for ye Withingreave, Hangingdich & ffenelstreete 27.

1621. Skevinger for ye hanging ditch & Meale gate 44.

1622. Juror. (May 2). 51.
Officer to present all those that forestalle & regrate the market in buyinge butter cheese egges & other victualles by wholle sale & sell againe by retaile the same day att ye Smithidore or els where in Manch: 59.

1623. Juror (April). 65.
Officer for holesome bread and keepinge the Assize of bread. 69.
Skevinger from the boothes to the Smithidore and soe to Salford bridge. 70.

1624. as page 59. 85.

1625. as page 70. 98.

1626. The Jurye doth find that *Edward Byrom* hath purchased certaine Lands of the worshipfull Mr Edmund Prestwich of Hulme lyinge in the *hangingdich* now in the tenure of Robt Sorocould and hee is to come in to doe his suite and service. Sworn and admitted to fealty. 112.
Whereas there is a privie standinge betweene the lands of Mris Margaret ffoxe and *Edward Byrom* in the *hangingditch* which is verye noisome unto Diuers neighbors inhabitinge thereabouts wee therefore order that the said Margaret ffoxe shall remove the said privye and the annoyance take away before the first day of June next cominge sub poena 6/8. 116.
Officer for holesome bread and keepinge th'assize of bread. 119.
Juror. 118.

1627. Juror. 133.
Affairor of Courte. 135.

1628. Juror. 140.

1629. Markett-looker for Corne. 156.

1630. as page 59. 175.

1631. Markett-looker for Corne. 183.

1633. Juror. 196.

1634. Juror. 213.

Court Leet Records.

Volume 3. *The page is given at the end of each entry.*

1634. Markett-looker for Corne. 220.

1635. Juror. 223.

as page 59. 228.

1636. Juror. 242.

Searcher and Sealer of Leather. 243.

Affairor of the Court. 244.

Fined 12d for not taking the oath for the execution of his office. 245.

1637. Juror. 257.

1638. Juror. 246.

Juror and Cunstable. 278.

1639. Officers to dispose of the mony receaved for Collihurst. 318.

Officer for strangers for Smythie Doore Hunts banke flesh boards Hanginge bridge and about the Churchyard. 321.

1640. Juror. 322.

Volume 4.

1647. Juror. Market-looker for Corne & weights & measures. 1.

1648. Juror. 20.

Searcher & Sealer of Leather. 21.

1652. Juror. 69. & 75.

1654. Supported the election of Col. Charles Worsley to Cromwell's First Protectorate Parliament. 117

Constables' Accounts. Vol: 2.

1639. Received for weights which were wanted & Repair of Pillarie & several poore Souldiars. 13/3. 67.

1647. Auditor of Constables' Accounts. 116.

1648. Levy to pay Col. Rosworm.

Hanging Ditch. Edward Byrom. 3/-. 190.

1651. Portion of County tax assessed on Manchester.

Mr. Edward Byrom Hanging Ditch. 3/-. 210.

Edward Byrom (2).

The second Edward Byrom, the third and youngest son of Edward (1), was born in 1627. He seems to have inherited the latitudinarian views of his father and brothers as he added his name to the invitation for Henry Newcome to come to Manchester and accompanied his elder brother, William, to Gawsworth on the deputation to Newcome from the Church of Manchester.

On 13. Nov: 1654, Edward married Ann, daughter of John Crompton of Halliwell, Bolton. According to a family record, this took place at Smithills chapel in the parish of Deane.

Raines suggests that, under the influence of Warden Stratford; to whom he later left a legacy of 20/-; Edward Byrom became an Anglican.

In order to amplify the deeds which follow, it is necessary to trace briefly the records concerning Anne Siddall.

The miselayers assessment to pay Col. Rosworm has:-

1648. *Market Stid.* ..... *Anne Siddall.* ..... 8*d.*

For the County Tax levied in 1851, we find:-

Market Sted. ..... *Widow Siddall* ..... 3*d.*

Constables' Accounts. II. 190 & 210.

From the Court Leet Records IV. 183., we learn that Anne Siddall was still dwelling in the Shambles 7. April 1657, as complaint was made that the watercourse from her dwelling was stopped up.

On May 1st 1657, Edward Byrom (2) leased from Richard Radcliffe a burgage and shop in the Market-sted or Flesh Shambles, formerly in the occupation of Anne Siddall, widow,

together with one standing or place for selling salt then in the holding of Richard Neild.

From the Constables' Accounts II. 234, we learn that, in 1659, Edward Byrom paid tax for poor relief :-

Market Sted. — — — — — 6/8. *and*
Hanging Ditch. — — — — 1/4.

The Court Leet Records IV. 305, show that Edward Byrom took the oath of allegiance to Charles II on 7. Oct. 1661.

He had been a Juror of the Court Leet from 1656 and, after holding other offices, became Constable in 1663.

His name appears in the family genealogy of Dugdale's Visitation 1664. Chet. Soc. O. S. 84/67.

By a pre-lease dated 26. July 1666, William Radclyffe agreed to sell the Market Sted premises, still in the occupation of Edward Byrom. Two days later, 28. July 1666, the dwelling house and shop he occupied, together with the adjoining houses and shops occupied by Anne Bowker and Ellinor Russell, widows, were sold to Edward Byrom. From this time, for over 250 years, these premises remained Byrom property. They formed part of the block of black-and-white buildings still standing in the Market Place, Manchester and, since 1845, known as the Wellington Inn.

In the same year that he purchased the aforesaid property Edward Byrom was assessed for 6 hearths at 2/- each by the Hearth Tax and widow Bowker for 3 hearths. Ellinor Russell must have had less than 3 hearths and so was exempt from tax. Chet. Soc. N. S. 83/110.

Edward Byrom's will, dated 14. June 1668, states "when my son Edward doth attain the age of 21 years, then he shall enter upon and enjoy all this my messuage *which I now dwell in* with all its appurtenances and privileges excepting the two little shops below now in the possession of widow Booker and widow Russell and the two chambers, the one over the kitchen and the other over the aforesaid Ann Booker's shop *which I do leave to Ann my wife* during her natural life." This was the property in the Shambles, or Market Sted.

From the return of the tax, imposed by parliament, found in the Court Leet Records V. 252, we learn that Ann, the widow of Edward Byrom, was still living in the Shambles on 23. Dec. 1668 and paid 3/- tax.

The Marriage Indenture of Edward Byrom (3), eldest son of the above, refers to "*that messuage etc in the Flesh Shambles in Manchester, heretofore in the tenure of Ann Siddall, widow, and later in the tenure of Edward Byrom, deceased.*"

Neither the Will of Edward Byrom (2) nor the Inventory of his goods, in the County Record Office, make any mention of goods at Kersal. Moreover as his widow was only left two rooms in the Shambles property, which he had bought two years earlier, it seemed unlikely that he owned a country home to which she could have retired. Later in this volume will be found the Deed making Kersal Cell the dowry of the wife of Edward Byrom (3) in lieu of the Shambles property.

Since these words were written, I have discovered the Original Deeds for the purchase of Kersal Cell on 30. July 1692, which prove that Raines antedated this by a whole generation and

was mistaken in describing Edward (2) as of Kersal Cell. In fact, the Kersal property was bought, 24 years after his death.

As my book, *John Byrom's Birthplace*, was immediately sold out, I have reprinted the Kersal Deed of Purchase in this volume.

Edward Byrom (2) was buried on 18. June 1668, aged 41 years. Raines pointed out that the Byrom tombstone in the Jesus Chapel has been re-cut in modern times and was inaccurate. This gives the date of Edward Byrom's burial as Dec: 18th instead of in June and his age as 67 years instead of 41. It also contains the error "of Kersal," which would not have been made had the stone been contemporary, as that property was still in the possession of the Kenyon family.

Edward Byrom (2) became a Churchwarden in 1665.

The widow of Edward Byrom (2) married Roger Mekin to whom her son Edward Byrom (3) was apprenticed for seven years. The indenture of this apprenticeship is printed later in this volume.

The first Deed which follows is the lease of the Shambles property on 1. *May*, 1657. *This is referred to in the Deed of Purchase dated* 28. *July*, 1666 *which, badly damaged by Rats, is in the Manchester Central Reference Library. This Deed of Purchase, together with its Pre-lease, are printed by the kind permission of the City Librarian.*

Lease of the Shambles Property.

Now the Wellington Inn.

Edward Byrom (2). **1. May 1657.**

Togther with a stall for selling SALT.

THIS INDENTURE the ffirst Daye of Maye in the yeare of our Lord god one thousand six hundred and ffifty and Seaven accordinge to the Computation of the Church of England BETWEENE Richard Radclyffe of Manchester in the County of Lancaster Esq uppon the one party And Edward Byrom of Manchester aforesaid in the County aforesaid Lynnendrap uppon the other partye WITNESSETH That the said Richard Radclyffe as well for and in consideration of the some of ffoure score twelve poundes of lawfull money of England to him already in hand payed by the said Edward Byrom, att or before the ensealing and Delivery these presents the receipt whereof he the said Richard Radclyffe Doth hereby acknowledge and confesse And thereof and of every parte and parcell thereof Dothe hereby fully freely and absolutely acquite, exonerate, and Discharge him the the said Edward Byrom his executors administrators and assignes and every of them for ever by these presents As also for Divers and Sundrye other good Causes and Valuable considerations him thereunto especially moveing he the said Richard Radclyffe HATH DEMYSED granted sett and to fferme letten, and by these presents Doth Demyse grant sett and to fferme Lett unto him the said Edward Byrom his executors administrators and assignes and every of them All that and those one Messuage Burgage and Tenement and

one Shoppe thereunto adioyninge with th' appurtenances situate standinge and beinge in or neare unto a certain streete or place in Manchester aforesaid called the fflesh Shambles and now or late heretofour in the severall or other tenure or houldinge or occupation of Anne Syddall wydowe, and Isaac Mosse or their assignee or assignes or some of them, And also one other Shoppe with th'appurtenances situate standinge and beinge in or neare one other street or place in Manchester afforesayd called the Markett-Stidd, and now or late in the tenure holdinge or occupation of the sayd Edward Byrom his assigne or assignes or some of them And one Standinge, or place for selling Salte or otherwise att the end of the said last mentioned shopp and nowe in the occupation of Richard Neild his assigne or assignes or some of them Together alsoe with all and all manner of wayes waters watercourses houses edifices buildings backsides warehouses Sellars Solars libertyes easements proffits comodityes and appurtenances whatsoever unto the said Messuage and Tenement, and other the before herein mentioned to bee granted or Demised premises and every or any of them lyeinge belonginge, or in any wise appertayning or therewith or with any parte or parcell thereof now or heretofore usually had occupied possessed or enioyed or accepted Reputed taken, or known as parte parcell or member thereof or as thereunto appertayninge or belonginge or in any wise with their and every of their appurtenances **To Have and To Hold** all and every the sayd messuage, Burgage, Tenement and Shoppes, and all and every other the herein before mentioned to be Demysed premises with

their and every of their appurtenances unto him the sayd Edward Byrom his executors and administrators and assignes and every of them ymediately from and after the Deathe and Decease of Elizabeth Radcyffe of Manchester afforesaid wydowe late Wyfe of William Radclyffe late of Manchester aforesaid Esq and mother of the aforesaide Richard Radclyffe for and during all the tyme and terme and untill the full end and terme of ffour score and Nyneteen yeares then next ensueinge, and fully to be compleate expired and ended, Yf hee the sayd Edward Byrom, Anne Byrom now wyfe of the said Edward, and Edward Byrom sonne of the said Edward Byrom partye hereunto or any of them shall and Doe Soe longe continue to lyve **And Alsoe** from and after the Death and Decease of the sayd Edward Byrom party to these presents, Anne his now wyffe, and Edward Byrom the sonne and the survivor of them then **To Have and To Hold** all and every the sayd Messuage Burgage, Tenement and Shoppes and all and every the herein before mentioned to be Demysed premises with their and every of their appurtenances unto him the said Edward Byrom party to these presents his executors and assignes and every of them for and duringe all the tyme and terme and untill the full end and terme of one and twenty years from thence next ensueinge and fully to bee compleate, expired and ended hee the said Edward Byrom party hereunto and his assigne YEILDINGE and payinge therefore yearely and every yeare Duringe the severall and respective tymes and termes hereby granted unto him the said Richard Radclyffe his heirs and assignes and every of them the Annuall, or yearely

rent of Six poundes of lawfull money of England att foure ffeastes or rent Dayes in the yeare That is to saye the Nativity of John the Baptist, Michael the Archangel, the birth of our Lord god and the Annunciation of the Virgin Mary by even and equal portions the first payment whereof to be and begin att and uppon suche and the same ffeast or rent Daye as shall happen to bee and falle out first and next after the Death and Decease of the said Elizabeth Radcyffe And also YEILDINGE payeing and Delivering unto him the said Richard Radclyffe his heirs and assigns and every of them yearely Duringe the severall and respective tymes and termes aforesaide att the ffeast of Easter in every year Twoe ffatt capons as boons for and in respect of the premises And if itt happen the said yearely rent or some of Six poundes or any parte thereof to bee behinde and unpayede in parte or in all att any of the ffeastes or rent Dayes in or on which the same ought to be payed as aforesaid and by the space of twenty Dayes then next after (itt beinge lawfully Demanded) and that noe suffycient Distresse or Distresses cann or may bee found in, or uppon the premises then itt shall and may bee lawfull to and for the said Richard Radclyffe his heires and assignes and every of them into all, and every the premises with th'appurtenances or into any parte or parcell thereof for and in name of the whole to re-enter and the same and every parte and parcell thereof to have againe, repossesse and reenioy as in his or their former estate or estates anything in these presents conteyned to the contrary thereof in any wyes not withstandinge And the Sayd Richard Radclyffe for himself his executors

administrators and assigns and every of them Dothe Covenant promise and grant to and with the said Edward Byrom his executors administrators and assigns, and every of them by these presents, that hee the said Edward Byrom his executors administrators and assigns and every of them shall or lawfully may for and upon the considerations and lymitations aforesaid, and in manner and forme - - - peaceably and quietly have hould occupy possesse and enioy all and every the Messuage Burgage and Tenement Shoppes and all and singular other the premises with their and every of their appurtenances for and during all and every the several and respective tymes and termes affore granted without any the lawful lett, suite, troble, molestation, or eviction of or by him the sayd Richard Radclyffe his heires or assigns or any of them or of any other person or persons whatsoever clayminge or which shall or may lawfully clayme or - - - - - to have any right, title, terme, clayme or Demand of in or unto all and every or any the herein before mentioned to be Demysed premises or any parte thereof with th' appurtenances by from or under him the said Richard Radclyffe his heires and assigns or any of them, by from or under William Radclyffe Esq Deceased late ffather of the said Richard Radclyffe or by the consent, assent, approbation or procurement of them or any of them in any wyse. **And the sayd** Edward Byrom party to these presents for himself his executors, administrators and assigns and every of them Dothe covenante, promise, and grant to and with the said Richard Radclyffe his heires executors and assignes and every of them by these presents that hee the said Edward Byrom party hereunto his executors

administrators and assigns and every of them shall and will at his and their own propper costs and charges for and during all and every the severall and respective tymes and termes herein before granted well and sufficiently repair maintayne and keepe tennantable all and every the herein before mentioned to be demysed premises and every parte and parcell thereof with th' appurtenances and the same soe sufficiently repaired maintayned and kept tenantable shall and will at the end and expiration of bothe the said termes yeild and deliver upp unto him the said Richard Radclyffe his heires and assigns **And lastly** it is concluded and agreed uppon by and between the partyes to these presents That if itt happen the said Anne Syddall to Dye before the said Elizabeth Radclyffe that the said Edward Byrom party to these presents and his assignes shall and may lawfully enter into and uppon the Messuages Tenement and premises now in possession of the said Anne Syddall payeing for the same and other the premises unto her the said Elizabeth Radclyffe and her assignes during her lyfe the yearly rent of Sixteen poundes and ffyve shillings **In Witness Whereof** the partyes aforesaid to this present Indenture have interchangeably sett their hands and seales the day and year first above written.

Rich. Radclyffe.

Sealed and delivered in the presence and witness of:-

Wm Byrom. *Richard Halliwell.*

Will Leysham. *W. Radclyffe.*

Pre-lease of Shambles Property.

L. & C. Deeds. L. 268. a. Manchester Reference Library.

Edward Byrom (2). **26. July 1666.**

THIS INDENTURE made the sixe and twentieth day of Julye Anno Dm. 1666 and in the eighteenth yeare of the reigne of our most gracious Sovereigne Lord Charles the Second by the grace of god kinge of England, Scotland, ffrance and Ireland Defender of the ffaith BETWEENE William Radclyffe of Manchester in the County of Lancaster Esq upon the one parte And Thomas Beck of Manchester aforesaid gentleman and ffrancis Worthington of the same wollendraper upon the other parte witnesseth That the said William Radclyffe As well for and in consideration of the sume of ffive shillinges of good and lawfull money of England, unto him already in hand by the said Thomas Beck and ffrancis Worthington before the sealinge and delivery of theis presents well and truely paid The Receipt whereof hee doth hereby acknowledge And thereof and of every parte and parcell thereof Doth Cleerly acquitt Exonerate and discharge the said Thomas Beck and ffrancis Worthington their executors administrators and assignes and every of them by theis presents As alsoe for Divers other good Causes and Consideracons him thereunto moveing, hee the said William Radclyffe hath bargained and sould And by theis presents doth bargaine and sell unto the said Thomas Beck and ffrancis Worthington All that and those the mesuage Burgage and tenement with th'appurtenances situate standinge and beinge in Manchester aforesaid in the

aforesaid County of Lancaster in or neere unto a Certaine street or place there called the fflesh Shambles heretofore in the tenure houldinge or occupacon of Anne Siddall widdowe or of her assignee or assignes And now or late in the tenure houldinge or occupacon of the said Edward Byrom or of his assignee or assignes And all that one Shopp with th'appurtenances situate standinge and beinge in Manchester aforesaid in or neere unto one other streete or place there called the market stidd or the market place and adjoininge to the same mesuage Burgage or tenement or to some parte or parcell thereof And now or late in the tenure houldinge or occupacon of the said Edward Byrom or of his assignee or assignes And all those Twoe other shopps with their appurtenances situate standing and beinge in Manchester aforesaid in or neere unto the aforesaid street or place called the fflesh Shambles aforesaid and adjoineing to the aforesaid mesuage burgage or tenement or some parte or parcell thereof heretofore in the severall or other tenures houldinges or occupacons of the said Anne Syddall and of one Isaac Mosse or of th'one of them their or th'one of their assignee or assignes And now or late in the severall tenures houldinges or occupacons of Anne Bowker and Ellinor Russell widows or of their assignee or assignes And also all and singular houses Edifices buildinges barnes stables shoppes sellars Sollars Chambers warehouses workhouses Entries and other Roomthes backsides Courts yards and ffoulds Curtilages tofts lights windows easements pendices stalles liberties standinges wayes pathes gates waters watercourses Comodities advantages emoluments and hereditaments whatsoever unto the said

mesuage Burgage tenement Shopps hereditament and premises and to every or any of them belonginge or in any wise apperteinge or therewith or to or with the same and every or any one of them now late or heretofore had occupied used demised or enjoyed or occupied Reputed taken or Knowne as parte parcell or member thereof or as thereunto apperteininge or belonge with th' appurtenances And the Reversion and Reversions Remainder and Remainders of all and singular the aforesaid premises and of every of them and of every parte and parcell thereof And all Rents Duties Customes services and yearely or other proffits whatsoever Reserved upon any Demise Lease Estate or grant Demises leases estates or grants heretofore made or granted of the same before mentioned premises or of any parte or parcell thereof **To Have and To Hould** the said mesuage Burgage tenement Shopps hereditaments and premisses before menconed and every of them and every parte and parcell thereof with their and every of their appurtenances unto the said Thomas Beck and ffrancis Worthington and their assignes from the day next before the Date of theis presents for and dureing all the tyme and terme of Sixe monthes from thenceforth next ensueinge and fully to be Compleate Expired and ended **Yeildinge** and payeinge therefore unto the said William Radclyffe his heires or assignes the Rent of Sixe pence of lawfull money of England in or upon the Second day of November now next Comeinge (if the same shalbee Demanded) And it is Declared that theis presents are made to the Intent and purpose That by Virtue of theis presents And of the Statute of transferringe uses into possessions the

said Thomas Beck and ffrancis Worthington may bee in the Actual possession of the said premisses And may bee enabled to take a Grante of the Reversion and Inheritance thereof to them and their heires **IN WITNES** whereof the parties aforesaid to theis present Indentures have Interchangably sett their hands and Seales the day and yeare ffirst above written.

Will: Radclyffe.

Endorsement.

Bee it remembered that the within mentioned Sume of ffive shillinges was accordingly paid and afterwards this present Indenture was sealed signed and delivered in the presence of

Samuel Simcocke *Roger Makin*

Nathan Leech

A note written by Edward Byrom (3) *dated 2. April* 1685, *explains the imperfect state of the next deed. "I find the Ratts had eatten off the Sirname Ratclife." The note; printed in the Appendix of this volume; explains why James Ratclyffe was made party to a new deed in Feb:* 1684.

Purchase Deed of Shambles Property.

L. & C. Deeds. L. 268. b. Manchester Reference Library.

Edward Byrom (2). **28. July 1666.**

THIS INDENTURE Tripartite made the Eight and Twentieth day of July Anno dm 1666 And in the Eighteenth yeare - - reigne of our most gracious Sovereign Lord Charles the Second, by the Grace of God kinge of England, Scotland, ffrance and Ireland, Defender of the ffaith &c **Betweene** William Radclyffe of Manchester in the - - - of Lancaster Esquire upon the ffirst parte Thomas Beck of Manchester aforesaid gentleman and ffrancis Worthington of the same wollen draper upon the Second parte, And Edward Byrom of Manchester aforesaid Lynen - - - -upon the Third parte **witnesseth** that the said William Radclyffe As well for and in Consideracon of the sum of One hundred ffourty and ffive pounds of good and lawfull money England unto him already - - - by the said Edward Byrom before the sealeinge and Delivery of theis presents well and truely paid The receipt whereof hee Doth hereby acknowledge And thereof and of every parte and parcell thereof doth - - - - acquitt Exonerate and Discharge the said Edward Byrom his heirs executors and administrators and every of them for ever by theis presents As also for and in Consideracon of the sume of ffive shillings - - - - - and lawful money of England unto him the Saide William Radclyffe already in hand by the said Thomas Beck and ffrancis Worthington before the then sealinge and Delivery

of theis presents well and truly paid - - - - whereof hee doth hereby acknowledge And alsoe for divers other good Causes and Considerations him thereunto moveinge, hee the said William Radclyffe **hath granted** bargained Aliened Sould Released and Confirmed And by theis presents Doth grante bargaine alien sell Release and Confirm unto the said Thomas Beck and ffrancis Worthington (now beinge in the Actual possession of all and every the mesuage Burgage shopps and hereditaments hereafter herein menconed by force and virtue of One Indenture of Bargaine and Sale bearinge Date the Sixe and Twentieth day of this Instant month of Julye. And made between the said William Radclyffe upon th' one parte And the said Thomas Beck and ffrancis Worthington upon th' other part for the terme of Sixe monthes to Commence from the day next before the Date of the same Indenture And of the Statute of transferringe uses of lands into possessions) and unto the heires and assignes of the said Thomas Beck and ffrancis Worthington for ever. **All** that and those the mesuage Burgage and tenement with th' appurtenances situate standing and beinge - - - aforesaid in the aforesaid County of Lancaster in or neere unto a Certaine Streete or place there Called the fflesh Shambles heretofore in the tenure houldinge or occupacon of Anne Siddall widow or of her - - - - - And now or late in the tenure houldinge or occupacon of the said Edward Byrom - assigne or assignes And all that one Shopp with th'appurtenances situate standinge and beinge in Manchester aforesaid in or neere unto one - - - - or place there called the Market Stidd or the Market place and adjoining to the same mesuage

Burgage or tenement or to some parte or parcell thereof And now or late in the tenure houldinge or occupacon of the said Edward Byrom or of - assignee or assignes. And all those twoe other shopps with their appurtenances situate standinge and beinge in Manchester aforesaid in or neere unto the aforesaid street or place called the fflesh Shambles aforesaid and adjoyneing to the aforesaid mesuage Burgage or tenement or some parte or parcell thereof, heretofore in the several or other tenures houldinges or occupacons of the said Anne Siddall and of one Isaac Mosse or of th' one of them their or th' one of their assignee or assignes And now or late in the several tenures houldinges or occupacons of Anne Bowker and Ellinor Russell widdowes or of their assignee or assignees And alsoe all and singular houses edifices buildings barnes stables shopps Sellars Chambers warehouses workhouses Entries and other Roomthes backsides Courts yards ffoulds Curtilages tofts lights windowes easments pendices stalls liberties standinges wayes pathes gates waters watercourses Comodities advantages emoluments and hereditaments whatsoever unto the saide mesuage Burgage tenement Shopps hereditament and premisses and to every or any of them belongeinge or in any wise apperteineinge Or therewith or to or with the same and every or any - - - now late or heretofore occupied used Demised or Enjoyed Or accepted Reputed taken or knowne as parte parcell or member thereof or as thereunto apperteineinge or belongeinge with th' appurtenances And the Reversion and Remainder and Remainders of all and singuler the aforesaid premisses and of every of them and of

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every parte and parcell thereof And all Rents duties Customes services and yearely or other proffits whatsoever Reserved upon any Demise Lease or grante Demises leases estates or grantes heretofore made or granted of the same before menconed premisses or of any parte or parcell thereof, And all the Estate right title Interest use possession Revercon Remainder Inheritance Clayme and Demand whatsoever of him the said William Radclyffe of in and unto the aforesaid mesuage Burgage tenement Shoppes hereditaments and premisses before menconed with their appurtenances and of in and unto every parte and parcell thereof And further the said William Radclyffe hath granted and by theis presents Doth grante unto the said Thomas Beck and ffrancis Worthington and their heires All and all manner of Deeds Evidences Escripts muniments and writeinges whatsoever touchinge or concerneinge onely the said hereditaments and premisses before menconed or onely any parte or parcell thereof And alsoe true Copies of all such other Deeds Evidences Escripts muniments and writeinges whatosever As Doe touch or Concerne the said hereditaments and premisses Jointly or together with any other lands tenements or hereditaments The same Copies to bee had and made at the proper Costs and Charges of the said Edward Byrom his heires or assignes **To Have and To Hould** the said mesuage Burgage tenement Shopps hereditaments and premisses before menconed and every of them and every parte and parcell thereof with their appurtenances unto the said Thomas Beck and ffrancis Worthington and their heires and assignes for ever To the onely sole and proper use and behoof

- them the said Thomas Beck and ffrancis Worthington their heires and assignes for evermore Absolutely without any manner of condicon Redempcon or Revocacon in any wise **To** hould of the Chiefe Lord or Lords of the ffee or - - - - -of by the Rents and services therefore Due and of right accustomed, Upon trust and Confidence nevertheless in them Reposed by the said Edward Byrom. That the said mesuage Burgage tenement Shopps hereditaments and - - - before menconed with their appurtenances And the Rents issues profitts and Comodities thereof Shall hereafter from tyme to tyme bee conveyed settled Imployed and Disposed of In such sorte manner and forme and to and - - - - - - - behcofes Intents and purposes As hee the said Edward Byrom or his heires for the tyme beinge Shall in that behalfe lymite Declare or appoint by any his or their Deed or Will in writeinge to bee sealed signed published and Decl - - - ence of twoe or more Credible and sufficient witnesses **And the Saide** William Radclyffe Doth grante for himselfe and his heires That hee the said William Radclyffe and his heires - - - - - - the aforesaid mesuage burgage - - - premisses - - - menconed with their appurtenances and every parte and parcell thereof unto the said Thomas Beck and ffrancis Worthington their heires and assignes for ever in mann - - - - - - his heires And against all and every other person and persons whatsoever lawfully Claymeinge by from or under him them or any of them - - - - - or under Richard Radc - - - Or by from or under William Radclyffe Esq Deceased (late grand-father of him the said William Radclyffe party to theis presents)

or any of them - - - - - warrant and for- - - -
excepted **And the Saide** William Radclyffe partye to these presents for himself his heires executors and administrators and every of - - - Covenant grant per- - - - - - -
and ffrancis Worthington and every of them and every of their heires executors administrators and assignes and to and with every of - - - - theis presents That hee - - -
or - - - -dinge any acte matter or thinge heretofore had made Comitted or done by them the said William Radclyffe party to theis presents Richard Radclyffe and William Radclyffe the Grandfather - - - - - - - the tyme - - - -ale-
-inge and delivery of theis presents is and untill the Inrollinge passeinge perfectinge and Executeinge of theis presents or of some other Estate to the said Thomas Beck and ffran- - -
their heires or assignes shall stand Remaine Continue and bee Rightfully and lawfully seised of the said mesuage Burgage tenement Shopps hereditaments and premisses before menconed and of every parte and parcell - - with their appurtenances Of a good sure perfect and Indefeazible estate in the lawe in ffee simple absolutely without any manner of Condicon lymitacon of use or uses or other matter or thinge which may alter Change Determi- - - - the same Estate Of or in all or any the premisses And hath in himselfe full power good Right and lawfull Interest and ability to Grante bargaine and sell the same hereditaments and premisses and every parte and parcell ther- - - - their appurtenances unto the said Thomas Beck and ffrancis Worthington their heires and assignes for ever Accordinge to the tenor true Intent

and meaneinge of theis presents And that they the said Thomas Beck and ffran - Worthington their heires and assignes and every of them shall or lawfully may from tyme to tyme and at all tymes hereafter peaceably and quietly have hould occupie possess Enjoy the aforesaid mesuage Burgage tenement Shopps heredita - nts and premisses before menconed with their appurtenances under and upon the trust before menonced and in manner and forme as aforesaid without any lett suite trouble Disturbance Molestacon Eviccon Interrupcon or Incumbrance of or by them the said William Radclyffe party to theis presents his heires or assignes or any of them Or of or by any other person or persons whatsoever lawfully Claymeinge the said premisses or any parte thereof by from or under him the said William Radclyffe party to theis presents or his heires Of by from or under the said Richard Radclyffe and William Radclyffe the grandfather or any of them in any wise except as is hereafter herein excepted **And further alsoe** that the said mesuage Burgage tenement shopps hereditaments and premisses before menconed with their appurtenances now are and bee And for from henceforth for ever hereafter shall and may Remain Continue and bee unto the said Thomas Beck and ffrancis Worthington their heires and assignes and every of them under and upon the trust before menconed and in manner and forme as aforesaid And accordinge to the tenor purport true Intent and meaneinge of theis presents Cleere and ffree Cleerely and ffreely acquitted Exonerated and Discharged or otherwise Att and upon Reasonable Request in that behalfe to bee made well and

sufficiently saved and kept harmeless by the said William Radclyffe party to theis presents his heires and assignes or some of them Of for from and Concerneinge All and all manner of former and other bargaines sales gifts - - - Leases estates Jointures Dowers titles of Dower mortgages ffynes ffeoffments Annuities wills Devises uses rents Charge Rent seck Arrear-eages of Rents Statutes Merchant statutes Staple Recognizances Judgements Condem- - - - Execucons Extents forfeitures Seisures Distresses ffynes and Seisures for alienacon without lycence liveries Charges titles troubles and Incumbrances whatsoever At any tyme before th' ensealeinge Delivery of theis presents had made - - - - suffered knowledged Caused Comitted or Executed by the said William Radclyffe party to theis presents Richard Radclyffe and William Radclyffe the Grandfather or any of them or hereafter to bee had made done suffered knowledged Caused Comitted or Executed by the said William Radclyffe party to theis presents his heires and assignes or any of them or by any other person or persons whatosever by his their or any of their meanes assent Consent Comandment privity or procurement in any manner of wise One Indenture or Demise or Lease beareinge Date the ffirst Day of May which was in the yeare of our Lord god One thousand sixe hundred ffity and Seaven And made betweene the said Richard Radclyffe upon th' one parte and the said Edward Byrom upon th' other parte of the aforesaid premisses or some partes thereof And the Estate or Estates termes and Interests thereby granted for and dureinge the Continuance or Continuances thereof And the Rents and services to be from

henceforth due and payable unto the Cheife Lord or Lords of the ffee or ffees thereof (if any such there bee) Onely excepted and foreprized **And Moreover Also** the said William Radclyffe party to theis presents for himself his heires executors and administrators - - - of them doth Covenant grante promise agree to and with the said Edward By - - - - Beck and ffr - - Worth - - - of them their and every of their heires executors administrators and assignes unto and with - - - - - - - by theis presents That hee the said William Radclyffe party to theis presents and - - - and all and every - - person or - - - - - or Claymeinge to have any good Just or lawfull estate title Terme or In - in or unto - - - - - - - -ements and premisses before menconed or of in or unto any parte or parcell thereof (Except as aforesaid) sha- - will from tyme to tyme and at all tymes hereafter Dureing and within the space of Seaven yeares now - -sueing afor- - - date of theis presents At and upon the Reasonable Request or Requests Cost and Charges in the lawe of the said Edward Byrom his heires or assignes or any of them Doe make knowledge levie suffer and execute And caus- - to bee done made knowledged levied suffered and Executed All and every such further and other lawfull and Reasonable acte and acts thinge and thinges Devises Conveyances and assurances in the lawe whatsoever for the further and better - - - surety sure makeinge and Conveyinge of the said mesuage Burgage tenement Shopps hereditaments and premisses before menconed with their appurtenances unto the said Thomas Beck and ffrancis Worthington their heires and

assignes - - - Bee it or they by ffyne or ffynes whereupon proclamacon shall or may bee had or made in due forme of lawe ffeoffment or ffeoffments Recovery or Recoveries with voucher or vouchers over Deed or deeds Inrolled or not Inrolled the Inrollment - - - - -esents - - - confirmacon Release with warranty of and form the said William Radclyffe party to theis presents and his heires as aforsaid Or otherwise without warranty at the Elleccon and Choice of the said Edward Byrom his heires and assignes or any of - - - and every or any the wayes and meanes aforesaid Or by any other good lawfull and reasonable wayes and meanes whatsoever with such warranty as aforesaid Or otherwise without warranty at such the Elleccon and Choice as aforesaid As by for or - - - the said Edward Byrom his heires or assignes or any of them Or by his their or any of their Councell learned in the lawes shalbee in that behalfe lawfully and reasonably devised or advised and Required Soe that the said William Radclyffe party to theis pers- - - or any the persons aforesaid Shall not bee Compelled or Inforced to travell for the makeinge knowledgeinge levieinge sufferinge or Executeinge of the said further Conveyances and assurances or any of them above the space of ffyve myles from the pla- - - their or any of their then beinges or aboades respectively At the tyme or tymes of such Request or Requests soe to him them or any of them to bee in that behalfe made aforesaid **And Lastly** It is Covenanted granted Declared Concluded and fully agreed - the said parties to theis presents for themseleves their heires and assignes and every of them by theis presents That all and singuler ffines

ffeoffments Recoveries Conveyances and assureances whatsoever heretofore had made levied knowledged suffered Executed by or from the said William Radclyffe party to theis presents and his heires or any of them or by any other person or persons as aforesaid unto the said Thomas Beck and ffrancis Wort - - their heires and assignes or any of them or unto any other person or persons whatsoever of or in the said mesuage Burgage tenement Shopps hereditaments - premisses before menconed or of or in any parte or parcell thereof with th'appurtenances Solely - - - -selves or Jointly or together with any other Lands tenements or hereditaments Or whereunto the said William Radclyffe party to theis presents and - - - - any of them or any the persons aforesaid shalbee in any wise party or parties tenant or tenants vouchee or vouchees And the Effect full force and Execucon of them and every of them for and upon the Consideracon aforesaid shalbee and - - - - hereafter shalbee and bee adjudged Deemed and taken to bee and Inure (for and concerneinge the said mesuage Burgage tenement Shopps hereditaments and premisses before menconed with their appurtenances) To and for the onely sole and proper - of them the said Thomas Beck and ffrancis Worthington their heires and assignes for ever under and upon the trust and confidence before menconed and in manner and forme as aforesaid accordinge to the tenor and true Intent and meaninge - - - And to and for noe other use Intent or purpose whatsoever In witnes whereof the parties aforesaid to theis present Indentures have Interchangeably sett their hands and seales the Day and yeare ffirst above written.

This Deed is without signature or seal. The "Ratts" had gnawed away the "Sirename." See the letter in Appendix

Endorsement.

Sealed Signed and delivered in the presence of:-
Samuell Simcocke. Roger Mekin. Nathan Leech.

Edward Byrom. (2).

WILL. 14. June. 1668.

Proved at Chester. 10. August 1668,

In the Name of God Amen. I Edward Byrom of Manchester in the County of Lancaster Beinge Sicke and weake of body but of good and perfect Memory for which I bless god doe make this my Last Will and Testament Wherein I doe give and bequeath my Soule unto Allmighty god my maker and Creator hopinge to bee Saved by his Mercie Through the only merritts of Jesus Christ my Lord and Saviour And for my body I Comitt to Christian Buriall and for that Estate it hath pleased god of his goodness to bestow upon mee boeth personall and Reall I doe give and dispose of as followeth (viz) Imprimus

I doe Leave all my whole estate Reall to Ann my deare and Lovinge Wiffe untill my Son Edward doe Attaine the age of One and Twentie years to mentaine and bringe up him and the rest of my chilldren with And when my Son Edward doeth Attaine the aforesaid age of One and Twentie yeares that then hee shall Enter upon and enjoy all this my Messuage which I now dwell in with all its Appurtinances and privillages Exeptinge The twoe Littell Shoppes bellow Now in the possession off Widdow Booker and Widdow Russill and the twoe chambers the one over the Kitchin and the other Over the Afforesaid Ann Bookers Shoppe which I doe Leave to Ann my Wiffe duringe her Naturall liffe and Imeadiatly after her Decease to goe to my said Son Edward and to his heires for ever and for my Son Joseph I doe give and Assigne upon him all my lands in St Marys gaite whether they bee in possession or Revartion to Enter uppon when hee doeth Attaine the ffull age of One and Twenite years and for my yongest Son William I doe give unto him all my houseinge in Boulton that I purchassed of Mr Ellis Heys for him the aforesaid William to enter upon when hee Attains the ffull age off One and Twentie yeares, And iff it should hapen that my Son Josseph should dye before hee Doeth Attaine the aforesaid age of One and Twentie yeares that then the Lands in St Mary gaite shall goe to my Son William and to his heires And if it should happen that my Son Wiliam should dye before hee Attaine the age of One and Twentie years that then the Land in Boulton shall goe to my Son Joseph and in Casse boeth Joseph and William should Dye before they Attaine the aforesaid Age

of One and Twentie yeares that then all the Land Assigned upon them boeth Shall ffall to my Son Edward and for my Personall Estate It is my Mind and Will that my Debts and ffunerall Expences bee taken out of my wholl estate and then it is my Mind and I doe hereby Give unto Ann my Wiffe the Sum of three Hundred pounds Item I doe give unto my Son Edward the Sum of Thirtie pounds And Joseph the Sume of Ten pounds Item I doe Give unto my Son William the Sum of twoe Hundred pounds Item I doe give unto my daughter Ellin Twoe Hundred pounds and if it should bee that my estate when it is Cast up should not extend to Soe much as to defray and discharge the aforesaid Legacies that then it is my Mind and Will that every one shall Looss and abaite of there aforesaid Legacies proportionably of what the wholle shall ffalle short Item I doe Give unto my twoe Sisters either of them Twentie Shillings Item I doe give unto my Cuzon William Byrom Twentie Shillings Item I doe give unto my brother Worthington twentie shillings Item I doe give to Maister Wardin and his wiffe Twentie shillings Item I doe give unto Maister Stamp and his Wiffe Twentie shillings and I doe give unto Thomas Byrom Ten shillings And to Elizabeth Marsh Twentie shillings Item I doe give unto my twoe Servants Roger and John either of them Ten shillings I doe give unto my Son Edward my Sealinge gould Ringe Item I give to my Cuzon Ellin Tilsley Ten shillings And I doe Assigne over my twoe apprentices Roger and John to Ann my wiffe And to my other twoe executors hereafter mentioned to bee disposed off And I doe make Constitute and Ordaine my brother in Law Joseph

Crompton Nicodemus Moncks and Ann my deare wiffe executors of this my Last Will and Testament hopinge that they will ffullfill and parforme it as my only Trust and Reposse above any others is in them to the which said Joseph and Nicodemus I doe give ffive pounds apeece and I doe make my Brother Worthington and my Cuzon Thomas Booker Overseers of this my Will and Testament And that this is my Will and Mind I have hereunto put my hand and Seale this ffourteenth day of June One Thousand Six hundred Sixtie and Eight Signed & Sealed in the presence of us :-

Henry Newcome. ffrancis Worthington. Roger Makin.

Edward Byrom.

Printed from the copy to which the Probate Certificate is attached.

Proved in the Consistory Court of the Bishop of Chester.

Henry Morris. Surr.

The original will, in the County Record Office, bears the testator's seal - a chevron with three hedgehogs - impressed from his "sealinge gould Ringe." This ring is not now among the Byrom Heirlooms.

The following Inventory of the goods of Edward Byrom (2) *is printed by kind permission of the County Record Office, Preston. It is the only Inventory of this branch of the family known at present.*

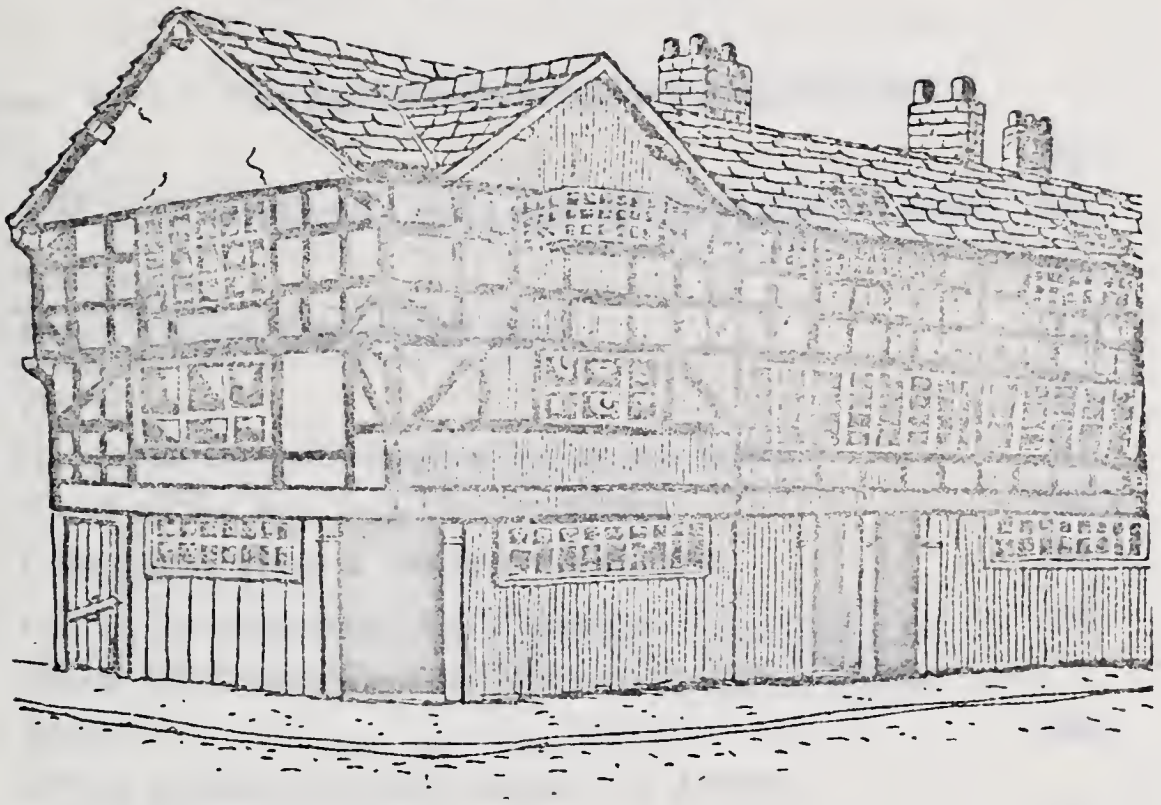
Inventory. Edward Byrom (2).

A true and perfect Inventory of all the goods, cattles and chattels of Edward Byrom of Manchester, County of Lancs, linen draper, taken and apprised by us whose names we have subscribed, 1. June 1669.

	£	s	d.
Imprimis Item.			
in the shop goods amount unto	398	6	9.
the goods in the :- warehouse	256	3	3.
.. .. .. back warehouse.	139	19	8.
.. .. .. brewhouse.	2	0	6.
.. .. .. blew chamber & one next it.	11	1	0.
.. .. .. white chamber.	2	5	0.
.. .. .. red chamber.	9	0	6.
.. .. .. green chamber.	12	2	0.
.. .. .. brown chamber.	11	4	6.
: .. .. kitchen & kitchen chamber.	43	16	0.
In goods from Stockport.	32	3	5.
In goods from Bolton,	58	2	8.
In Timber boards & latts.	18	0	0.
A pocket watch.	2	10	0.
A horse and mare.	11	0	0.
Bolsters.	10	0	0.
Tufted fustian.	6	15	0.
An old chest.		5	0.
In burnt silver.	11	5	0.
In apparel.	9	5	0.
In moneys.	144	0	0.
In gold and silver boxes	5	6	0.
In debts.	384	14	8.
In debts by speciality (i. e. *Bonds or Note of hand*)	116	7	0.
Total.	£ 1695	12	6.

As witness our hands:- *John Leadbeater Roger Mekin.*

The Inventory was exhibited by Mr Hulton as proctor of the executor. 24th June 1669.



Home of the Byrom Family.

The dwelling-house and shops, bought by Edward Byrom (2) *in* 1666, *now form the Old Wellington Inn in the Shambles. Here were born Edward Byrom* (3) *and his son Edward* (4). *In* 1955, *the Cornbrook Brewery Co Ltd, the present owners, generously bore the cost of a bronze plaque recording that this was also the birthplace of John Byrom, the famous author of "Christians Awake" and inventor of a phonetic shorthand.*

For over 250 *years this building remained Byrom property.*

Court Leet Records.

Volume 4. *The page is given at the end of each entry.*

1656. Juror. 149.
Officer for wholesome bread and for the Assize of bread. 162.

1657. Misegather. 198.
Fined 12d for short cloath yard. 212.

1658. Juror. 236.

1659 Fined 12d for not sweeping before his house. 247.
Fined 6d for false waights & measures. 248.
Complained about a blocked watercourse. 249.

1660. Officer for overseeinge the Cunduite. 254.
Officer for fforestallinge and Regrateinge the Markett.
Juror. 268.
Officer to inform the Boroughreeve of Inmates
for both Market-steads. 271.

1661. Juror. 293,
Officer for Distributeinge of Collyhurst money. 295.
Officer to give the Boroughreeve notice of Inmates
of both Market-steads. 296.
Witness to the transfer of the Boroughreeve's keys. 297.
Took the Oath of Allegiance to Charles II. 305.
Witness to the delivery of the Town's papers. 325.

1662. Accounts for Collyhurst money allowed. 313,
Fined for a clothyard too short 6d. 316.

Volume 5.

1662. Juror. Markett Looker for Corne weights and measures. 1.
Witness for transfer of Towne's Deeds to Boroughreeve. 8.
1663. Juror. & Constable. 25.
Indemnified against loss whilst holding office as Constable. 33.
To review all the Measures appertaining to the town and to rectify and provide such as are wanting. 34.
1664. Fined 6d for one clothyard too short. 42.
Miselayer. 45.
Fined 2d for one clothyard too short. 55.
1665. Juror. 67.
Officer for the Conduit. 69.
Officer for distributing Collyhurst money and to give notice to the Boroughreeve of inmates for Smithy Door, Old Mealgate and the Shambles. 70.
Affairor of the Court. 77.
1666. Fined 1/- for one clothyard too short. 80.
1668. List of inhabitants. Ann Byrom widow, Shambles. 252.

Constables' Accounts. Vol: 2.

1659. Tax on inhabitants for Poor Relief.
Market Stead. *Edward Byrom.* 6/8. 234.
Assessment for repair of the Parish Church.
Hanging Ditch. *Edward Byrom.* 1/4. 252.
1661. Assessment for various purposes as stated.
Market Stead & Shambles. *Edward Byrom.* 1/8. 271.

Edward Byrom. (3).

Edward Byrom (3), the eldest son of Edward Byrom (2), was born 10. Aug: 1656. At the age of 14, he was apprenticed for 7 years to Roger Mekin, linen-draper who, in the previous year, had married his mother. As Edward Byrom was under age at the time of his father's death, it was not until the 11th of April 1678 that he came into manorial court and did his suite and service for his "*lands situate and being near the Cross in Manchester.*" On 14. May 1679, his name appears in the list of those who took the Oath of Allegiance to Charles II. At Bury, on 19. April 1680, he married Dorothy, daughter, of John Allen of Redivales. Edward's marriage Indenture, dated two days earlier, made the Shambles property the dowry of his wife. He continued the family business at this address and several times was fined by the Court Leet for using a clothyard too short.

In 1684, James Radclyffe disputed his title to the Shambles property and thus compelled Edward Byrom to incur the cost of new title-deeds. The dispute is explained in a letter, dated 2. April 1685, printed in the Appendix to this volume.

Five years passed, then in 1689, Edward Byrom added to his possessions another building with a plot of land at the rear. Here there was, or Edward Byrom made, a large garden and built a summer house for his brother Joseph's will refers to "*my Great Garden and Summer house therein, being formerly the inheritance of my late Brother Edward Byrom deceased.*"

Unfortunately, the Court Leet Records from 1688 to 1730 are missing. But, among the Byrom family papers, I found

a record of Edward Byrom's increasing business for in 1692; 1693; and again in 1697; he was installed successively in three additional stalls in the Market Place.

Whether it was to finance this expansion in the Market Place or not is unknown, but in 1689, he sold to his brother Joseph the property in St Mary's Gate, that he had inherited from his father.

The Pole Book of Manchester, 1690, contains this entry:-

Market Place. Edward Byrom for £200. £1 : 1 : 0.
wife, with 6 *children & gent.* £1 : 7 : 0.

By 30 July 1692, he was wealthy enough to buy Kersal Cell, Salford, from the Commissioners in Bankruptcy.

By a Deed, dated 11 May 1697, Edward Byrom (3) secured one-third of Kersal Moor or Wood.

On 20 July, 1699, he signed a Deed making Kersal Cell the dowry of his wife in lieu of the Shambles property. This was in accordance with his Marriage Settlement.

By a Deed dated 3. June 1702, he leased the water-driven corn mill at Kersal. Both copies of this Deed are sealed with the Byrom Arms.

On July 29, 1703 Edward Byrom (3) bought 2½ acres of land in Greengate and Gravel Hole, Salford.

Edward Byrom (3) was buried on Aug: 21, 1711. As he had anticipated in his will, dated 15 Aug: 1711, his personal estate was insufficient to meet the legacies therein and the Shambles property was sold to his brother Joseph, in 1713, for £1,300. But Joseph's will, of 1717, records a debt of £497 still due from Edward's estate. By 1721, this was paid or cancelled.

Apprenticeship Indenture.

Edward Byrom (3). **24. Nov: 1670.**

This Indenture made the ffoure and twentieth Day of November Anno Dm 1670 And in the Twoe and Twentieth yeare of the reigne of our most gratious sovereigne Lord Charles the second by the grace of God kinge of England Scotland ffrance and Ireland Defender of the ffaith **Betweene** Nicodemus Muncks of Salford in the County of Lancaster yeoman and Edward Byrom (Eldest sonne and heire of Edward Byrom late of Manchester in the said County of Lancaster Lynnendraper Deceased) upon th'one parte And Roger Makin of Manchester aforesaid in the County aforesaid Lynnendraper upon th'other parte **witnesseth** That as well the said Nicodemus Muncks is contented and agreed And by theis presents for himselfe his executors and adminstrators Doth Covenant and grant to and with the said Roger Makin his executors and assignes That he the sd Edward Byrom the sonne shall serve continue remaine and abyde with the said Roger Makin and his assignes as a true and faithfull Covenanted servant or apprentice from & after the ffeast day of St michael the Archangell now last past for and Dureinge all the time and terme of Seaven whole yeares from thenceforth Imediately followeinge and fully to bee compleat expired and ended **As alsoe** the said Edward Byrom the sonne is Contented and agreed and by theis presents Doth Covenant and grant to and with the said Roger Makin his executors and assignes That hee the said Edward Byrom the sonne will continue

remaine abyde and dwell with the said Roger Makin and his assignes from the said St michael the Archangell last past ffor and dureinge all the aforesaid time and terme of Seaven whole years from thenceforth next ensueinge and fully to bee compleate expired and ended as a true and faithfull Covenanted servant or apprentice And alsoe that hee will serve the said Roger Makin and his assignees Justly and truely in the misterie trade or faculty of a Lynnendraper and in all other trades misteries or faculties good honest reasonable and lawfull which hee the said Roger Makin now useth or which hee the said Roger Makin or his assignes Shall or may hereafter happen to use dureinge the aforesaid terme of Seaven yeares As an honest duetifull and well disposed servant or apprentice ought to doe And that hee will from time to time and at all times hereafter dureinge all the said terme of Seaven yeares painefully carefully and duetifully attend upon the said Roger Makin and his assignes and him and them obey in all causes and comandments Just good and lawfull and his and their direccons accomplish and to his power fullfill The taverne and alehouse of Custome unlawfull Gameinge or dishonest Company hee shall in noe wise frequent or use Hee shall not Comitt fornicacon nor contract matrimoney with any woman duringe the said terme The profitt of the said Roger Makin and his assignes hee will dayly endeavour himselfe and study to advance The secrets of the said Roger Makin and his assignes concerneinge his and their affaires and trade hee will conceale and keepe Hee will not wast nor mispend the goods of the said Roger Makin nor his assignes to the value of ffourepence in the yeare or

above. Hee will not departe nor absent himselfe from the service of the said Roger Makin or his assignes neither by night nor by day without his or their speciall lycence or consent And generally hee will duely truely and honestly behave and beare himselfe in all thinges as well in words as in Deeds towards the said Roger Makin and his assignes dureinge all the said terme of Seaven yeares And the said Roger Makin for himselfe his executors adminstrators and assignes and every of them Doth Covenant and grant to and with the said Nicodemus Muncks and Edward Byrom the sonne and to and with either of them by theis presents That hee the said Roger Makin and his assignes Shall and will doe his and their best endevour well and sufficiently to teach and Instruct Or cause the said Edward Byrom the sonne to bee Instructed and tought in the said Trade misterie or faculty of a Lynnendraper and in all other misteries faculties or trades Lawfull and honest which the said Roger Makin now useth Or which hee the said Roger Makin or his assignes shall or may hereafter happen to use Dureigne the said Terme of Seaven yeares aforsaid And alsoe That hee the said Roger Makin and his assignes Shall and will at and upon his and their owne proper cost and charges find provide and give unto the said Edward Byrom the sonne meate drinke lodgeinge apparell cloathes hosen shoes Lynnen and woollen fitt for his degree and callinge Dureinge all the said terme of Seaven yeares And moreover shall and will pay and give unto the said Edward Byrom the sonne dureinge the said terme of Seaven yeares upon the ffeast day of the Nativity of our Lord and Saviour Jesus Christ

ffowerpence for his hyre and wages (if it be Demanded) **In witness whereof** the parties aforesaid to theis present Indentures have Interchangeably sett their hands and seales the day and yeare first above written.

Nicode: Moncks. *Edward Byrom.*

Endorsement.

Sealed signed and delivered in the presence of us.

John Leadbeater. *Thomas Byrom.* *Raphe Heaton.*

Pre-Lease of Marriage Settlement.

Edward Byrom (3). **16. April 1680.**

Both copies of the above Indenture are in this collection.

(1). *Signed by John Allen, Richard Allen, Roger Mekin, Edward Syddall.*

(2). *Signed by Edward Byrom* (3). *This copy printed.*

Both executed on the same date.

This Indenture made the sixteenth day of Aprill in the two and thirtieth yeare of the Reigne of our Soveraigne Lord Charles the second by the grace of God king of England Scotland ffrance and Ireland Defender of the faith &c Betweene Edward Byrom of Manchester in the County of Lancaster Lynnen Draper on the one part And John Allen of Reddivalls in the County aforesaid Richard Allen his sonn Roger Mekin of Manchester aforsaid Lynnen Draper and Edward Siddall of the same Grocer on the other part

Witnesseth that the said Edward Byrom as well in Consideracon of the some of five Shillings to him in hand paid by the said John Allen Richard Allen Roger Mekin and Edward Siddall or one of them whereof hee the said Edward Byrom doth hereby acknowledge the receipt As alsoe for divers other good Consideracons the said Edward Byrom hereunto moveinge **Hath** demised bargained and sold and by these prsents doth demise bargaine and sell unto the said John Allen Richard Allen Roger Makin and Edward Siddall **All** that and those the Messuage Burgage or Tenemt wth th'appurtenances situate standing and being in Manchester aforesaid in the said County of Lancaster in or neere unto a certen streete or place there called the flesh Shambles heretofore in the tenure holding or occupacon of Anne Siddall widow or of her assigne or assignes and late in the tenure holding or occupacon of Edward Byrom deaceased late father of the said Edward Byrom or of his assingee or assignes and now in the tenure holding or occupacon of him the said Edward Byrom party to these presents or of his assignee or assignes And all that one Shopp wth th'appurtenances situate standing and being in Manchester aforesaid in or neere unto one other streete or place there called Markett Stid or the Markett place and adioyneing to the same Messuage Burgage or Tenemt or to some part or parcell thereof and late in the tenure holding or occupacon of the said Edward Byrom deceased or of his assignee or assignes and now in the tenure holding or occupacon of the said Edward Byrom party to these prsents his assigne or assignes And all those two other Shopps wth theire appurtenances situate standing and being

in Manchester aforesaid in or neere unto the aforesaid street or place called the flesh Shambles aforesaid and adioyneing to the aforesaid Messuage Burgage or Tenemt or some part or parcell thereof heretofore in the severall or other tenures holdings or occupacons of the said Anne Siddall and of one Isaack Mosse or of the one of them theire or one of theire assignee or assignes and now in the severall or other tenures holdings or occupacons of one William Warren and Ellinor Russell widow or of theire or one of theire assignee or assignes And alsoe all and singuler houses Edifices buildings barnes stables shopps Cellers Chambers warehouses workhouses Entries and other Roomes backsides Courts yards foulds Curtilages Tofts lights windowes Easements pendices stables standings waies paths gates waters watercourses comodities advantages emolumts and hereditamts whatsoever unto the said Messuage Burgage or Tenemt shopps hereditamts and premisses and to every or any of them belongeing or in any wise appurteyneing or therewth or to or wth the same and every or any of them now late or heretofore had occupyed used demised or enioyed or accepted reputed taken or knowne as part parcell or member thereof or as thereunto appurteyneing or belongeing wth th' appurtennes And the revercon and revercons remainder and remainders of all and singuler the aforesaid premisses and every of them and every part or parcell thereof And all Rents duties Customes services and yearly or other profitts whatsoever reserved upon any demise Lease estate or grant demises Leases estates or grants heretofore made or granted of the same before menconed premisses or any part or parcell thereof To have and to hold

the said Messuage Burgage or Tenemt shopps hereditaments and premisses before menconed and every of them and every part and parcell thereof hereby bargained and sold or meant menconed or intended to bee bargained and sold wth theire appurtenances unto the said John Allen Richard Allen Roger Mekin and Edward Siddall theire Executors and assignes from the day next before the date hereof for and during the terme of one whole yeare thence next ensueing and fully to bee compleate and ended yeilding and payeing therefore the Rent of fower pence att the feast of St Michaell th'archangell (if demand ed) **To** the intent that by vertue of these presents and of the Statute for transferring uses into possession the said John Allen Richard Allen Roger Mekin and Edward Siddall may bee in the actuall possession of the premisses and bee enabled to accept a grannt and release of the revercon and inheritance thereof to them and their heires **In witnes** whereof the said parties to these presents have interchangeably putt theire hands and seales the day and yeare first above written.

Edward Byrom.

Endorsement.

Memorand that the wthin menconed Consideracon of five shillings was paid, & afterwards these presents sealed & delivered in the presence of

Thomas Heyricke. *Joseph Byrom.*
Ja. Baynton. *R. A. Bacon.*

Marriage Settlement.

Edward Byrom (3). **17. April 1680.**

Both copies of the above Indenture are in this collection.
(1). *Signed by John Allen, Richard Allen, Roger Mekin, Edward Syddall.*
(2). *Signed by Edward Byrom* (3). *This copy printed.*
Both executed on the same date.

This Indenture made the seventeenth day of Aprill in the two and thirtieth yeare of the Reigne of our Soveraigne Lord Charles the second by the grace of God king of England Scotland ffrance and Ireland Defender of the faith &c Betweene Edward Byrom of Manchester in the County of Lancaster Lynnen Draper on the one part And John Allen of Reddivalls in the said County gent Richard Allen his sonne Roger Mekin of Manchester aforesaid Lynnen Draper and Edward Siddall of the same Grocer on the other part **Witnesseth** that the said Edward Byrom as well in Consideracon of a mariage (by God's permission) shortly to bee had and solompnized by and betweene the said Edward Byrom and Dorothy Allen one of the daughters of the said John Allen and of the some of fower hundred pounds of lawfull money of England by him the said John Allen unto the said Edward Byrom in hand paid and secured to bee paid as the mariage porcon of the said Dorothy whereof hee the said Edward doth hereby acknowledge the receipt As also for the settleing and provideing of a competent Joynture and meanes

of liveing to and for the said Dorothy in case she shall happen to survive her said intended husband As likewise for the settleing and assuring of the Messuage Burgage or Tenemt Shopps hereditamts and premisses hereafter menconed in the name and blood of the said Edward Byrom and to the uses intents and purposes hereby lymitted And for divers other good Consideracons the said Edward Byrom hereunto moveing Hath granted enfeoffed remised released confirmed and for ever quiteclaymed and by these presents doth grannt enfeoff remise release confirme and for ever quiteclaime unto the said John Allen Richard Allen Roger Mekin and Edward Siddall their heires and assignes for ever (in theire actuall possession now being by vertue of a deed of bargaine and sale to them thereof for one whole yeare made bearing date the day next before the date of these presents and by force of the Statute for transferring uses into possession) All that and those the Messuage Burgage or Tenemt wth th' appurtenances scituate standing and being in Manchester aforesaid in the said County of Lancaster in or neere unto a certen streete or place there called the flesh Shambles heretofore in the tenure holding or occupacon of Anne Siddall widow or of her assignee or assignes and late in the tenure holding or occupacon of Edward Byrom deaceased late father of the said Edward Byrom or of his assingee or assignes and now in the tenure holding or occupacon of him the said Edward Byrom party to these presents or of his assignee or assignes And all that one Shopp wth th'appurtennes scituate standing and being in Manchester aforesaid in or neere unto one other streete or place there called

the Markett Stidd or the markett place and adioyneing to the same Messuage Burgage or Tenemt or to some part thereof and late in the tenure holding or occupacon of the said Edward Byrom deceased or of his assignee or assignes and now in the tenure holding or occupacon of the said Edward Byrom party to these presents his assignee or assignes And all those two other Shopps wth theire appurtenances scituate standing and being in Manchester aforesaid in or neere unto the aforesaid streete or place called the flesh Shambles aforesaid and adioyneing to the aforesaid Messuage or Tenemt or some part or parcell thereof heretofore in the severall or other tenures holdings or occupacons of the said Anne Siddall and of one Isaack Mosse or of the one of them theire or one of theire assignee or assignes and now in the severall or other tenures holdings or occupacons of one William Warren and Ellinor Russell widow or of theire or one of theire assignee or assignes And alsoe all and singuler houses Edifices buildings barnes stables shopps Cellers Chambers warehouses workhouses Entries and other Roomes backsides Courts yards foulds Curtilages Tofts lights windowes Easemts pendices stalls liberties standings waies paths gates waters watercourses comodities advantages emoluments and hereditamts whatsoever unto the said Messuage Burgage or Tenemt Shopps hereditamts and premises and to every or any of them belongeing or in any wise appurteyneing or therewith or to or wth the same and every or any of them now late or heretofore had occupyed used demised or enioyed or accepted reputed taken or knowne as part parcell or member thereof or as thereunto appurteyneing or belongeing with

th'appurtenances And the revercon and revercons remainder and remainders of all and singuler the aforesaid premises and every of them and every part or parcell thereof And all Rents duties Customes services and yearly or other profitts whatsoever reserved upon any demise Lease estate or grannt demises Leases estates or grannts heretofore made or grannted of the same before menconed premisses or any part or parcell thereof And all the estate and estates right title interest trust claime and demand whatsoever of the said Edward Byrom party to these prsents of in and unto the said Messuage Burgage or Tenemt shopps hereditaments and premisses herein before menconed and of in and unto every or any part thereof **To have and to hold** the said Messuage Burgage or Tenemt Shopps hereditaments and premisses hereby grannted or released or meant menconed or intended to bee grannted or released wth th'appurtenances and the revercon and revercons thereof unto the said John Allen Richard Allen Roger Mekin and Edward Siddall theire heires and assignes for ever To and for the severall uses intents and purposes hereafter menconed that is to say To and for the use and behoof of the said Edward Byrom party to these presents for and duringe the terme of his naturall life and after his decease To and for the use and behoof of the said Dorothy for and during the terme of her naturall life for her Joynture And after the severall deceases of the same Edward and Dorothy To and for the use and behoof of the heires of his body upon the body of the said Dorothy lawfully to bee begotten, And for want of such Issue To and for the use and behoof of the right heires of the said

Edward Byrom party to these presents for ever and to or for none other use intent or purpose whatsoever And the said Edward Byrom party to these presents for the Consideracons aforesaid doth hereby for himself his heires Executors and Administrators Covenant to and wth the said John Allen and Richard Allen theire heires and assignes and every of them that he the said Edward Byrom and his heires and all and every other person or persons and his and their heires wch now stand and bee seized of and in the said Messuage Burgage or Tenemt Shopp and premisses and every or any part thereof shall from henceforth for ever stand and bee seized thereof and of every or any part or parcell thereof To the severall uses intents and purposes herein before menconed and to noe other use intent or purpose And the said Edward Byrom party to these presents doth hereby for himself his heires Executors and Administrators Covenant and grannt to and with the said John Allen and Richard Allen their heires and assignes that hee the said Edward now is lawfully and rightfully seized of the said Messuage Burgage or Tenemt and premisses and every part thereof wth th'appurtenances of a good sure perfect and indefeazible estate of inheritance in fee simple And that hee hath good right full power and lawfull authority to settle and convey the same in manner and to the uses aforesaid And that the said Messuage and premisses wth th'appurtennces now are and byn and soe att all times hereafter shall continue remaine to and for the severall uses intents and purposes herein before lymitted clyerly acquitted freed and discharged or otherwise upon every reasonable request in that behalf to bee made

well and sufficiently saved harmles and kept indempnfyed of and from all former and other bargaines sales gifts grannts Leases Joyntures Dowers uses Wills Intailes fynes feoffmts Recoveries Statute Marchant and of the Staple Recognisances Judgmts Execucons and of and from all other charges titles troubles and incumbrances whatosever had made comitted or done by the said Edward Byrom party to these presents and Edward Byrom deceased or either of them or to bee had made comitted or done by the said Edward Byrom party to these presents The said Roger Mekin and Anne his wife (Mother of him the said Edward Byrom) theire or one of theire tennts or assignes claymeing for and during the naturall life of the said Anne, part of the said premisses to witt the said severall shopps before menconed to bee in the occupacon of the said William Warren and Ellinor Russell and also the Chamber next over the said shopp of the said William Warren and the Chamber over the house of the Messuage aforesaid only excepted and foreprized **And** the said Edward Byrom party to these prsents doth further hereby for himself his heires and assignes Covenant and grannt to and wth the said John Allen and Richard Allen theire and assignes that the same Edward his heires and assignes shall and will att all times hereafter at the request or requests of the said John Allen and Richard Allen theire heires or assignes but att the proper Costs and Charges in the Lawe of him the said Edward Byrom his heires and assignes make doe and execute all and every such further and other lawfull and reasonable acts and assurances in the Lawe whatsoever for the better and more perfect grannting conveying

settleing assuring and confirmeing of the said Messuage Burgage or Tenemt hereditamts and premisses and every part thereof wth th'appurtenances To and for the severall uses intents and purposes herein before menconed Bee it by fyne or otherwise As by the said John Allen and Richard Allen theire heires or assignes or theire or any of theire Councell shalbee in that behalf reasonably devised or advised and required Soe as the said parties that are to make such further assurances bee not compelled to travell for doeing thereof from their respective aboads **And** it is hereby Covenanted and agreed by and betweene the said parties to these presents that all and every fyne and fynes and other assurance and assurances had made levyed or executed or hereafter to bee had made levyed or executed of the said Messuage Burgage or Tenemt and premisses hereby grannted wth th'appurtenances or any part thereof with or alone or jointly with any other lands or Tenemts by or between the said parties to these presents or any of them or by or betweene them or any of them or any other person or persons shalbee and enure and are and is hereby declared to bee and to enure To and for the severall uses herein before lymitted and appoynted and to or for none other use intent or purpose **Provided** allwaies and it is hereby Covenanted grannted Condiconed and agreed by and betweene the said parties to these presents and it is the true intent and meaneing of these presents and the parties hereunto That if the said Edward Byrom party to these presents shall att any time hereafter during the naturall life of the said Dorothy convey and settle or cause and procure to bee conveyed and settled a good

perfect and indefeazible estate of inheritance in fee simple of in and to other Messuages lands or Tenemts wthin the County of Lancaster aforesaid of the cleere yearly value of forty pounds att the least to the severall uses hereafter menconed to witt To the use of the said Edward Byrom party to these presents during his naturall life, And after his decease To the use and behoof of the said Dorthy for and during the terme of her naturall life for her Joynture and in liew of her Dower And after her decease To the use and behoof of the heires of the body of the said Edward Byrom party to these presents upon the body of the said Dorothy lawfully begotten or to bee begotten And for want of such Issue To and for the use and behoof of the right heires of him the said Edward for ever That then and from thence forth from and after such settlemt soe lawfully executed as aforesaid the said severall and respective estate and estates of in or to the said Messuage Burgage or Tenemt and permisses in Manchester aforesaid herein before lymitted unto the said Dorothy for her life and alsoe the remainder thereof to the heires of the body of the said Edward Byrom party to these presents upon the body of the said Dorothy lawfully to bee begotten shall cease determine and bee utterly voyd frustrate and of none effect and that then and from thenceforth the said John Allen Richard Allen Roger Mekin and Edward Siddall and the survivors and survivor of them and the heires of such survivor shall and will stand and bee seized of all the same premisses in Manchester aforesaid To and for the only use and behoof of the said Edward Byrom party to these presnts and of his heires and assignes for ever and to or for none other

use intent or purpose whatsoever (anything before in these presents conteyned to the contrary thereof in any wise notwthstanding) And lastly the said Edward Byrom party to these presents dtoh hereby for himself his heires Executors and Administrators Covenant and grannt to and wth the said John Allen and Richard Allen theire heires and assignes that the said Messuage Burgage or Tenemt Shopps and premisses hereby grannted are of the cleere yearly value of forty pounds above all reprises And that the said Shopps and Chambers claimed for and during the life of the said Ann Mekin, his said Mother, exceed not the yearly value of Eight pounds and tenne shillings In witnes whereof the said parties to these presents have interchangeably putt their hands and seales the day and yeare first above written.

Edward Byrom.

Endorsement.

Sealed and delivered in the presence of

Thomas Heyricke. *Joseph Byrom.*

Ja. Baynton. *R. A. Bacon.*

Further Shambles Purchase.

In Sept: 1689, *Edward Byrom* (3) *added to his Shambles property by purchasing from the Dickanson family the building beyond the passage leading to a plot of land where he laid out a large garden and built a summer-house. This is confirmed by the will of his brother Joseph who bequeathed :-"all those my messuages - - - together with my great garden and summer-house therein, (being formerly the inheritance of my late brother, Edward)." The Deeds following relate to the purchase of this additional Shambles property.*

On the map of the Shambles, 1738, *the passage is clearly marked. Between this passage and the Tipping property (which later became John Shaw's Punch House) were two dwellings the first that above; the second bought by Joseph Byrom in* 1729 *and the deed for this purchase is also in my possession. As is shown on the map of the Shambles in* 1938, *Edward's purchase of* 1689 *and Joseph's purchase of* 1729, *together with the passage, are incorporated into what is now the Oyster Bar building.*

Edward Byrom (3). 10. Sept: 1689.

This Indenture Tripartite made the Tenthe day of September Anno Dm 1689 And in the first yeare of the reigne of our Sovereigne Lord and Ladye William and Marye by the grace of God Kinge and Queene of England Scotland ffrance and Ireland Defenders of the ffaithe &c *Betweene* Samuel Dickanson of Manchester in the County of Lancaster gentleman Henry Dickanson of Salford in the saide County of Lancaster gentleman and Thomas Dickanson of Salford

aforesaide Esquire (Executors of the last will and Testament of Henry Dickanson late of Manchester aforesaid deceased late father of them the said Samuel Dickanson Henry Dickanson and Thomas Dickanson parties to theis presents) upon the first parte Joseph Byrom of Manchester aforesaide Mercer upon the Second parte And Edward Byrom of Manchester aforesaide gentleman upon the third párte *Witnesseth* That whereas Richard Radcliffe late of Manchester aforesaide Esquire deceased Did in and by his Indenture or deed of Demise or lease beareinge date the Seaventhe day of Marche which was in the yeare of our lord god one thousand Sixe hundred ffiftye and ffive And made betweene the saide Richard Radcliffe upon th' one parte And the saide Henry Dickanson deceased by the name of Henry Dicconson of Manchester aforesaide Lynen draper upon th'other parte (ffor the consideracons therein menconed) demise grante sett and to farme lett unto the said Henry Dickanson Deceased his executors and assignes All that and those the messuages burgages and tenements houses outhouses backsides shopps warehouses chambers sellors sollars parts and p'cells of land whatsoever of the Inheritance of him the saide Richard Radcliffe Scituate standing lyeinge and beinge neare unto the ffiesh Shambles in Manchester aforesaide and adioyneinge unto one messuage burgage and tenement there then in the holding or occupacon of Anne Siddall widdow on the East parte thereof And the lands of George Tippinge on the west parte thereof All which premisses then were in the tenure holdinge or occupacon of William Mather or some or any

other person or psons whatsoever (One shopp in the holdinge and occupacon of Isaac Mosse and one other shopp in the holding or occupacon of John Seddon onely and ever excepted and foreprized) Together with all and all manner of wayes waters watercourses liberties easements and appurtenances whatsoever unto all and every the premisses (except before excepted) lyeinge belongeinge or in any wise apperteineinge **To have and to** hold all and singuler the before menconed to bee demised premisses with their and every of their appurtenances (except before excepted) unto him the said Henry Dickanson deceased his executors adminrs and assignes and every of them Imediately from and after the day of the date of the same Indenture ffor and dureinge all the tyme and terme and untill the full End and terme of ffourescore and nyneteene years thence next ensueinge and to bee compleate expired and ended If the said Henry Dickanson and Thomas Dickanson parties to these prsents and Hannah Dickanson daughter of the said Henry Dickanson deceased and now the wife of Matthew ffindleson of Manchester aforesaid Mercer or any of them shold and did soe longe Live yeildinge and payinge therefore yearly dureinge the saide terme unto the saide Richard Radcliffe his heires and assignes The yearly rent or sume of Tenn Shillings att and upon the feast day of Saint Michael th'archangell in every yeare And further as in and by the same Indenture (amongst other things therein conteined) relacon thereunto being had and made more fully and att large may appeare **Now this Indenture** further witnesseth That the saide Samuel Dickanson Henry Dickanson party to theis

presents and Thomas Dickanson As well for and in consideracon of the sume of ffive Shillinges of good and lawfull money of England unto them already in hand by the said Joseph Byrom and Edward Byrom or th'one of them before th'ensealeinge and delivery of theis presents well truly paide The receipt whereof they doe hereby acknowledge, As alsoe for diverse other good causes and consideracons them thereunto moveinge They the saide Samuel Dickanson Henry Dickanson and Thomas Dickanson parties to theis presents have granted bargained sould assigned and sett over And by theis presents Doe grante bargaine Sell assigne and sett over unto the saide Joseph Byrom his executors adminrs and assignes All and every the aforesaid mesuages burgages tenemnts Shopps chambers Sellars warehouses backsides priviledges and other hereditaments whatsoever with their and every of their appurtenances wch were or are before herein menconed to have beene demised or granted by or from the saide Richard Radcliffe unto the saide Henry Dickanson deceased in and by the aforesaide and in parte recited Indenture of lease And all the estate and estates rights titles terme and termes of years Interests benefitts profitts claimes and demands whatsoever of them the saide Samuell Dickanson Henry Dickanson and Thomas Dickanson parties to theis presents and of every of them Of in out of and unto the saide messuages burgages tenements shopps chambers sellars hereditaments and premisses before menconed to be hereby granted or assigned with their appurtenances as aforesaide and of in out of and unto every parte and p'cell thereof Together with the aforesaide in parte

recited Indenture of Lease and the benefitt and advantage thereof and of every clause sentence covenant matter and thinge therein contained **To have and to** hold the saide mesuages burgages tenements houses outhouses backsides shopps chambers Sellars parts and parcells of land hereditaments and premisses before menconed to bee hereby granted or assigned as aforesaide with their and every of their appurtenances unto the saide Joseph Byrom his executors adminrs and assignes Imediately from and after the day of the date of theis presents for and dureinge all such rest remainder and residue of the aforesaide terme tyme and space of ffourescore and nyneteene yeares before menconed to bee heretofore granted of the saide premisses by the saide Richard Radcliffe deceased unto the said Henry Dickanson deceased as is yett to come and unexpired fully to bee compleate expired and Ended (If the saide Henry Dickanson and Thomas Dickanson parties to theis presents and the said Hannah now the wife of the saide Matthew ffindleson or any of them shall and doe soe longe Live **upon trust** and confidence nevertheless in him the saide Joseph Byrom his executors adminrs and assignes by the said Edward Byrom reposed That the saide mesuages burgages tenements Shopps chambers Sellars warehouses backsides hereditaments and premisses before menconed to bee hereby granted or assigned as aforesaid with their and every of their appurtenances and the rents issues and profitts thereof shall and may from tyme to tyme and att all tymes from henceforth dureinge the saide rest remainder and residue of the said terme hereby granted determinable as aforesaide Bee diposed of converted

and employed for such use and uses and in such manner and forme As hee the saide Edward Byrom shall lymitt declare direct or appointe by word of mouth or otherwise by any his acte or acts deed or deeds or will in writeinge And in default of and untill such lymittacon declaracon or appointment To and for the use and behoofe of the said Edward Byrom his executors adminrs and assignes To goe alonge with and waite upon the revercon and Inheritance thereof wch hee the saide Edward Byrom hath purchased or agreed to purchase to him and his heires And every of them the saide Samuel Dickanson Henry Dickanson and Thomas Dickanson parties to theis presents for themselves and their heires executors and adminrs severally and not for another nor for the heires executors or adminrs of one another but severally every of them by and for himselfe and his heires executors and adminrs and for acts done or to bee done by himselfe or his heires execrs or adminrs and not otherwise doth severally and respectively covenant grante promise and agree to and with the saide Edward Byrom his heires executors adminrs and assignes and every of them by theis presents That hee the saide Joseph Byrom his executors adminrs and assignes and every of them (under and upon the trust before menconed) shall and lawfully may from tyme to tyme and att all tymes hereafter dureinge the residue of the saide terme hereby granted determinable as aforesaide peaceablye and quietly have hold occupy possesse and Einoy the said mesuages burgages tenements shopps chambers Sellars warehouses hereditaments and premisses before menconed to bee hereby granted or assigned as aforesaid with theire and every

of their appurtenances without any lawfull lett suite trouble disturbance molestacon eviccon claime demand Interrupcon or Incumbrance of or by them the saide Samuell Dickanson Henry Dickanson and Thomas Dickanson parties to theis presents their heires executors adminrs or assignes or any of them or of or by any other person or persons haveinge or lawfully claimeinge to have any estate right title Interest claime or demand whatsoever of in out of or unto the same hereditaments and premisses hereby granted or assigned as aforsaide or any part or p'cell thereof by from or under them the same Covenantors their heires executors adminrs or assignes or any of them in anye wise **In witnes** whereof the pties aforesaide to theis present Indentures have Interchangeablye sett their hands and seales the day and yeare first above written.

Samuell Dickanson *Henry Dickanson* *Tho Dickanson*

Endorsement.

Signed sealed and delivered in the presence of us:,

John Byrom *Francis Davenport* *Jno: Waite*

Edward Byrom (3). **11. Sept: 1689.**

This Indenture made the Eleaventh day of September Anno Dm 1689 And in the first yeare of the reigne of our most gratious Sovereigne Lord and Lady William and Mary by the Grace of God kinge and Queene of England Scotland ffrance and Ireland Defenders of the ffaithe &c **Betweene** Thomas Dickanson of Salford in the County of Lancaster Esquire and

Samuel Dickanson of Manchester in the saide County of Lancaster gentleman (Eldest sonn and heire of Henry Dickanson late of Manchester aforesaid deceased and brother to the said Thomas Dickanson) upon th'one parte And Edward Byrom of Manchester aforesaide gentleman upon the other parte **Witnesseth** That the saide Thomas Dickanson and Samuel Dickanson As well for and in considercon of the sume of ffive shillings of good and lawfull money of England unto them already in hand by the saide Edward Byrom before th'ensealeinge and delivery of theis presents well and trulye paide The receipt whereof they doe hereby acknowledge As alsoe for diverse other Good causes and consideracons them thereunto moveinge They the said Thomas Dickanson and Samuel Dickanson **have bargained** and Sould And by theis presents Doe bargaine and sell unto the said Edward Byrom and his assignes All that and those the mesuage burgage and tenement with th'appurtenances Scituate standinge and beinge neare unto the fflesh Shambles in Manchester aforesaide abuttinge on the east side upon one mesuage burgage and tenement formerly the Inheritance of Richard Radcliffe Esquire deceased but now the Inheritance of the saide Edward Byrom and heretofore in the holdinge or occupacon of Anne Siddall widdow or her assignes and on the west side upon the lands of or belongeinge to George Tippinge and now the Inheritance of Samuel Tippinge his sonn And alsoe all shopps warehouses Chambers sellors sollars backsides outhouseinge hereditaments and appurtenances All which said premisses were heretofore in the tenure holdinge or occupacon of the said Henry Dickanson

deceased and William Mather Glover their assignee or assignes or some of them And now are or late were in the severall or other tenures holdings or occupacons of the said Samuel Dickanson and one John Birche and Robert Worrall and of every or some of them their or some of their assignee or assignes Togather with all wayes waters watercourses liberties easements hereditaments and appurtenances to the same mesuage burgage tenement and premisses and every or any of them lyeinge belongeinge or in any wise apperteineinge And the revercon and revercons remainder and remainders of all and singuler the aforesaide premisses and every parte and p'cell thereof And all rents boones dueties services and yearly or other profitts whatsoever reserved upon any demise lease estate or grante demises leases estates or grants heretofore made or granted of the same before menconed premisses and of every or any parte or parcell thereof **To have and to hould** the saide mesuage burgage tenement shopps chambers Sellars backsides houses outhouses buildings and other hereditaments and premisses before menconed to bee hereby bargained and sould as aforesaide with their and every of their appurtenances unto the saide Edward Byrom and his assignes from the day next before the date hereof ffor and dureinge the terme and tyme and dureinge all the tyme and terme of Sixe months from thence next ensueinge and fully to bee compleate expired and ended Yeildinge and payinge therefore unto the saide Thomas Dickanson and Samuel Dickanson their heires and assignes the rent of sixe pence of Currant English money in or upon the first day of Januarye now next comeinge (if the same shall

bee demanded) **And it is** declared that theis presents are made to th'intent and purpose That by virtue of theis presents and of the Statute for transferringe uses of lands into possessions the saide Edward Byrom may bee in the actuall possession of the saide premisses and may bee enabled to take a grante or release of the revercon and Inheritance thereof to him and his heires **In witnes** whereof the parties aforesaide to theis present Indentures have Interchangeably sett their hands and seales the day and year first above written

Tho: Dickanson *Samuel Dickanson*

Endorsement.

Signed sealed and delivered by the within named Samuel Dickanson & Thomas Dickanson in the presence of us the within menconed sume of ffive Shillings beinge first tendered and paid unto them by the within named Edward Byrom

John Byrom *Francis Davenport* *Jno: Waite*

Edward Byrom (3). **13. Sept: 1689.**

This Indenture Tripartite made the thirteenth day of September Anno Dm 1689 And in the first yeare of the reigne of our most gratious Sovereigne Lord and Lady William and Marye By the Grace of God kinge and Queene of England Scotland ffrance and Ireland Defenders of the ffaithe &c *Betweene* Thomas Dickanson of Salford in the County of Lancaster Esquire upon the first parte Edward Byrom of Manchester in the County of Lancaster gentleman upon the

Second parte And Samuel Dickanson of Manchester aforesaide gentleman (Eldest sonn and heire of Henry Dickanson late of Manchester aforesaid deceased and brother to the saide Thomas Dickanson) upon the third parte **Whereas** the saide Henry Dickanson Did heretofore purchase the mesuage burgage tenement shopps buildings lands and hereditaments hereafter herein menconed to bee hereby granted or released Of and from Richard Radcliffe late of Manchester aforesaide Esquire deceased and tooke the grante and conveyance thereof in the name of him the saide Thomas Dickanson onely in trust for and to the use and behoofe of the saide Henry Dickanson his heires and assignes The moneys therein menconed to bee paide as the consideracon thereof beinge the propper moneys of the saide Henry Dickanson **now this Indenture witnesseth** That As well the saide Thomas Dickanson Att and upon the Speciall Instance and request of the saide Samuell Dickanson and by and with his full consent Direccon and appointment attested by his beinge made party to theis presents And Joineinge in the sealeinge and delivery hereof And for and in consideracon of the sume of ffive shillings of good and lawfull money of England unto him already in hand by the saide Edward Byrom before th'ensealeinge and delivery of theis presents well and truly paide The receipt whereof hee doth hereby acknowledge As alsoe the saide Samuel Dickanson for and in consideracon of the sume of three hundred and ffiftye poundes of good and lawfull money of England unto him the saide Samuel Dickanson already in hand by the saide Edward Byrom before th'ensealeinge and Delivery of theis presents well

and truly paide or secured to bee paide The receipt whereof hee doth hereby acknowledge And both of them the saide Thomas Dickanson and Samuel Dickanson for diverse other good causes and consideracons them thereunto moveinge have granted bargained sould enfeoffed released and confirmed And by theis presents Doe Grante bargaine sell enfeoffe release and confirme unto the saide Edward Byrom (now beinge in the actuall possession of the mesuage burgage and tenement Shopps chambers and other hereditaments hereafter herein menconed to bee hereby granted or released By force and virtue of one Indenture of bargaine and sale beareinge date the Eleaventhe Day of this Instant month of September And made betweene the saide Thomas Dickanson and Samuell Dickanson upon th'one parte And the saide Edward Byrom upon th'other parte ffor the terme of Sixe months to comence from the day next before the date of the same Indenture And of the Statute for transferringe uses of lands into possessions) and unto the heires and assignes of the saide Edward Byrom for Ever All that and those the mesuage burgage and tenement with th'appurtenances scituate standinge and beinge neare unto the fflesh Shambles in Manchester aforesaide abuttinge on the East side upon one mesuage burgage and tenement formerly the Inheritance of the saide Richard Radcliffe but now the Inheritance of the saide Edward Byrom and heretofore in the holdinge or occupacon of Anne Siddall widdow or her assignes And on the west side upon the lands of or belongeinge to George Tippinge and now the Inheritance of Samuel Tippinge his sonn And alsoe all shopps warehouses chambers Sellars

Sollars backsides outhouseinge hereditaments and appurtenances All which saide premisses were heretofore in the tenure holdinge or occupacon of the saide Henry Dickanson deceased and William Mather Glover their assignee or assignes or some of them And now are or late were in the severall or other tenures holdings or occupacons of the saide Samuel Dickanson and of one John Birche and Robert Worrall and of everye or of some of them their or some of their assignee or assignes Togather with all wayes waters watercourses liberties easements hereditaments and appurtenances to the same mesuage burgage tenement and premisses and every or any of them lyeinge belongeinge or in any wise apperteineinge And the revercon and revercons remainder and remainders of all and singuler the aforesaide premisses and of every parte and parcell thereof And all rents boones dueties services and yearly or other profitts whatsoever reserved upon any demise lease estate or grante demises leases estates or grants heretofore made or granted of the same before menconed premisses and of every or any parte or parcell thereof And all the estate and estates rights titles termes Interests uses possessions revercons remainders Inheritances benefitts profitts claimes and demands whatsoever of them the saide Thomas Dickanson and Samuel Dickanson and of either of them of in out of and unto the saide mesuage burgage tenement buildings outhouseinge backsides shopps chambers Sellars hereditaments and premisses before menconed and of in out of and unto every parte and p'cell thereof And further the saide Thomas Dickanson and Samuel Dickanson (for and upon the consideracons aforesaide) Have granted And

by theis presents Doe grante unto the saide Edward Byrom his heires and assignes All manner of Deedes evidences and writeings whatsoever onely touchinge and concerneinge the saide hereditaments and premisses hereby granted or onely any parte or p'cell thereof And true copies of all such other deeds evidences and writeings As doe touch and concern the saide hereditaments and premisses Jointly or togather with any other lands tenements or herediments The same copies to bee had and made forth Att the propper costs and charges of the saide Edward Byrom his heires or assignes **To have and to hould** the saide mesuage burgage tenement shopps chambers Sellars backsides houses outhouses buildings and other hereditaments and premisses before menconed to bee hereby granted or released as aforesaide with their and every of their appurtenances unto the saide Edward Byrom his heires and assignes for ever To and for the onely Sole and propper use and behoofe of him the saide Edward Byrom his heires and assignes for evermore Absolutely without any manner of condicon redempcon or revocacon in anywise To hold of the cheife Lord or Lords of the ffee or ffees thereof by the rents and Services therefore due and in right accustomed **And the sayde** Thomas Dickanson doth for himselfe his heires executors and adminrs and every of them covenant grante promise and agree to and with the saide Edward Byrom his heires and assignes by theis presents That hee the saide Edward Byrom his heires assignes shall and lawfully may from tyme to tyme and at all tymes for ever hereafter peaceablye and quietlye have hold occupye possesse and enioy the saide mesuage burgage tenement shopps chambers

Sellors hereditaments and premisses before menconed to bee hereby granted or released as aforesaide with their appurtenances without any lawfull lett suite trouble disturbance molestacon eviccon claime demand or Interrupcon of or by him the said Thomas Dickanson his heires or assignes or of or by any other person or p'sons claimeinge by from or under him them or any of them in anywise And the saide Samuel Dickanson doth grante for himselfe and his heires That hee the saide Samuell Dickanson and his heires All and every the aforesaide mesuage burgage tenement shopps chambers warehouses sellars backsides herediaments and premisses before menconed to bee hereby granted as aforesaide with their appurtenances unto the saide Edward Byrom his heires and assignes for Ever In manner and forme aforesaide Against him the saide Samuel Dickanson his heires and assignes and against all and every other person and p'sons haveinge or lawfully claimeinge to have any good Just or lawfull estate right title or Interest Of in out of and unto the saide hereby granted premisses or any parte or p'cell thereof by from or under him the saide Samuell his heires or assignes or any of them Or by from or under the saide Henry Dickanson deceased shall and will warrant and for evermore defend by theis presents And the saide Samuell Dickanson doth for himselfe his heires executors and adminrs and every of them Covenant grante promise and agree to and with the saide Edward Byrom his heires and assignes and every of them by theis presents That hee the saide Edward Byrom his heires and assignes Shall and lawfully may from tyme to tyme and att all tymes for Ever hereafter peaceably and quietlye have

hold occupye possesse and enioy the said mesuage burgage tenement shopps chambers warehouses Sellars hereditaments and other the premisses and appurtenances hereby granted as aforesaide and every of them and every parte and parcell of them with their appurtenances without any lett suite trouble disturbance molestacon eviccon claime demand or Interrupcon of or by him the saide Samuel Dickanson his heires or assignes Or of or by any other p'son or persons claimeinge by from or under him the saide Samuel his heires or assignes Or by from or under the saide Henry Dickanson deceased in any wise **And further** alsoe that the saide mesuage burgage tenement shopps chambers Sellars warehouses outhouseinge backsides hereditaments and premisses before menconed with their appurtenances and every of them and every parcell thereof Now are and bee and soe att all tymes hereafter shall and may remaine continue and bee unto the saide Edward Byrom his heires and assignes his heires and assignes Cleere and free and cleerely and freely acquitted exonerated and discharged Or otherwise Att and upon reasonable request or requests in that behalfe to bee made well and Sufficiently Saved and kept harmles and Indempnified by him the saide Samuel Dickanson his heires executors or adminrs or some of them Of for from and concerneinge All and all manner of former and other bargaines sales gifts grants leases Estates Jointures Dowers Intayles wills devises uses Statutes Judgements Recognizances And of and from All other charges titles troubles and Incumbrances whatsoever heretofore had made done Suffered acknowledged caused comitted or executed by the saide Henry

Dickanson deceased Thomas Dickanson and Samuel Dickanson or any of them Or hereafter to bee had made done Suffered acknowledged caused comitted or executed by the saide Thomas Dickanson and Samuel Dickanson or either of them Or of or by any other p'son or p'sons claimeinge by from or under him them or either or any of them Or by from or under the saide Henry Dickanson deceased or by his their or any of their meanes assents consents comandments titles or procurements in any wise **And moreover alsoe** the saide Samuel Dickanson for himselfe his heires executors and adminrs and every of them doth covenant grante promise and agree to and with the saide Edward Byrom his heires and assignes and every of them by theis presents That they the saide Thomas Dickanson Elizabeth his wife Samuell Dickanson and Hannah his wife and their heires and all and every other p'son and p'sons that now have or hath or att any tyme or tymes hereafter cann or may have claime challenge require demand or pretend to have any estate right title or Interest of in out of or unto the saide hereditaments and premisses hereby granted or any parte or p'cell thereof by from or under them the said Henry Dickanson deceased Thomas Dickson and Samuel Dickanson or any of them shall and will att any tyme or tymes hereafter dureinge and within the space of Seaven Years next ensueinge the day of the date of these presents Att and upon the reasonable request or requests costs and charges in the Lawe of him the saide Edward Byrom his heires or assignes Doe make acknowledge Levy Suffer and execute And cause and procure to bee done made acknowledged levyed Suffered and executed

All and every such further and other lawfull and reasonable acte and acts thinge and things deedes conveyances or assurances in the Lawe whatsoever ffor the further better and more assured surety sure makeinge conveyinge and confirmeinge Of all and every the said mesuage burgage and tenement and all and singuler other the premisses before menconed with theire appurtenances unto and upon him the saide Edward Byrom his heires and assignes for Ever accordinge to the tenor and true meaneinge of theis presents Bee it or they by ffine or ffines in due forme of Lawe to bee levied recovery or recoveryes with Voucher or Vouchers over ffeofment or ffeoffments Deed or Deedes Inrolled or not Inrolled the Inrollment of theis presents confirmacon release with warranty or otherwise without warrantye or by any other lawfull way or meanes As by for or on the behalfe of the saide Edward Byrom his heires or assignes or his or their Councell learned in the Lawes shall bee in that behalfe lawfully and reasonably devised or advised and required soe as noe person or persons whoe shall hereafter Joine in the makeinge or executeinge of any such further conveyances or assurances shall bee compelled or Inforced to give any further or other warranty or covenants then onely for from and against him her or themselves and all claimeinge by from or under them And soe as noe such p'son or p'sons bee compelled or enforced to travell for the makeinge acknowledgeinge or doeinge thereof above the space of tenn myles from the place or places of his her their or any of their then beinges or aboades Att the tyme or tymes of such request or requests soe to bee made as aforesaide All and everye

which said further assureances and every of them soe to bee had made or executed of the aforesaid hereditaments and premisses hereby granted or any parte thereof By virtue of or in pursueance of theis presents or in any other manner or sorte whatsoever The same shall bee and Inure and soe shall bee and bee adjudged deemed and taken to bee and Inure To and for the onely sole and propper use and behoofe of him the saide Edward Byrom his heires and assignes for Ever And to and for noe other use Intent or purpose whatsoever In witnes whereof the parties aforesaide to theis present Indentures have Interchangeably sett their hands and seales the day and yeare first above written.

Tho: Dickanson *Samuel Dickanson*

Endorsement.

Signed sealed and delivered in the presence of us:-

John Byrom *Francis Davenport* *Jno: Waite*

The Schedule of Shambles Deeds, on the next two pages, includes not only those printed in this volume but also all the relevant ones at present in my possession.

Although of much later date, the two maps which follow the Schedule, show clearly the ground plan of the Shambles property when bought by the Byroms and as it is to-day.

The maps are printed by kind permission fo F. S. Stancliffe Esq: from his book "John Shaw's."

Schedule of

E. Old Wellington Inn.

Radclyffe Property.

Tenants as numbered. 1. Anne Siddall. 2. Isaac Mosse.

Anne Siddall also had a shop in the Market Place, adjoining her dwelling.

Both these and the shop of Isaac Mosse were first leased and then sold to Edward Byrom (2).

Lease. Richard Radclyffe to Edward Byrom (2). 1657

William Radclyffe to Edward Byrom (2). 1666
Deed in the Central Library.

Executors of Edward Byrom (3) deceased 1713

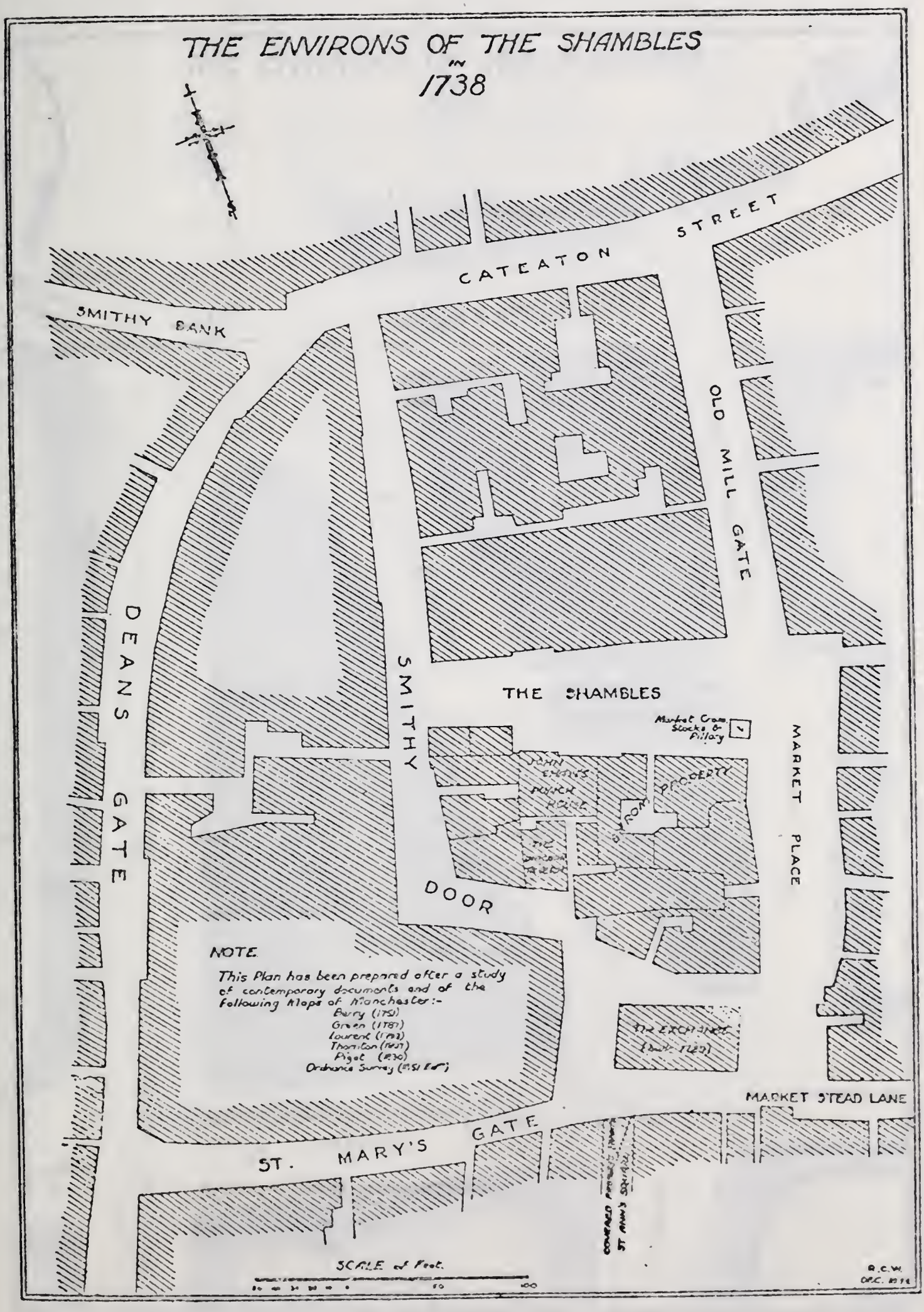
Shambles Deeds.

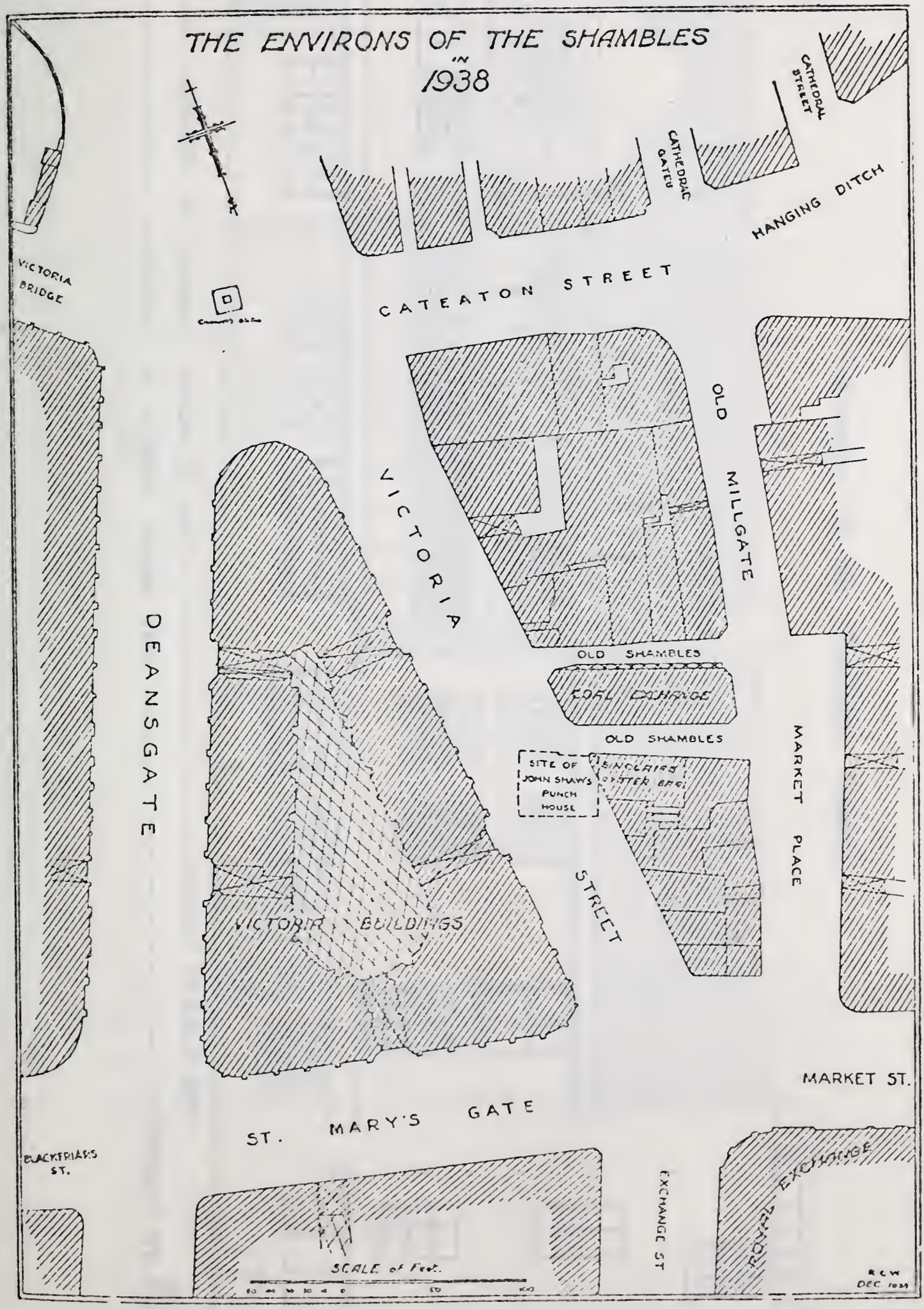
Oyster Bar. W.

	Radclyffe Property.		Tipping Property.
1655.	3. William Mather.	4. John Seddon.	5.
1655-6.	Richard Radclyffe to Henry Dicconson.		This site is now, except for a small corner, part of the roadway of Victoria St.
1656.	Richard Radclyffe to Thomas Dicconson.		
			1738. *Tenant.* John Shaw landlord of the Punch House.
1660.		*Lease.* William Radclyffe to John Seddon.	
1667-8.		John & James Radclyffe to John Seddon.	
1689.	* S. T. & H. Dickanson to Edward Byrom (3).		1797. Sold by Joseph Tipping to Peter Fearnhead. *The Deed for this sale is in the Town Hall.* P.1./67.
	to Joseph Byrom.		
1729.		* Mary Barber to Joseph Byrom.	

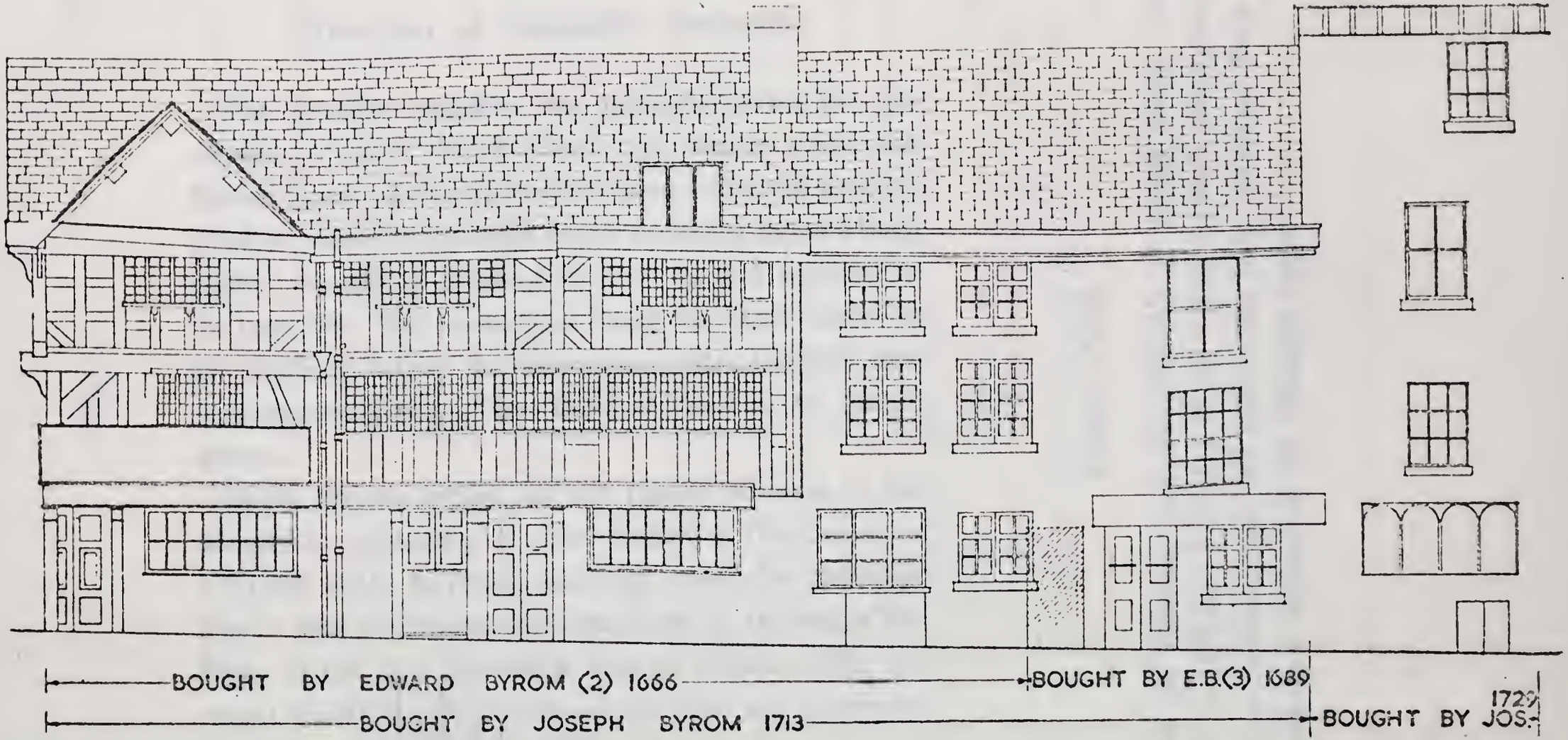
* *This property was left by Henry Dickanson to his son-in-law, Thomas Shaw, who authorised its sale.*

* *The Deed of Sale from J Seddon to Mary Barber has not yet been traced.*


THE ENVIRONS OF THE SHAMBLES
IN
1738
CATEATON STREET
SMITHY BANK
OLD MILL GATE
DEANS GATE
SMITHY DOOR
THE SHAMBLES
Market Cross Stocks & Pillory
JOHN EVANS'S PORCH HOUSE
PROPERTY
MARKET PLACE
NOTE.
This Plan has been prepared after a study of contemporary documents and of the following Maps of Manchester:-
Berry (1751)
Green (1787)
Laurent (1793)
Thornton (1801)
Pigot (1830)
Ordnance Survey (1851 Ed.)
THE EXCHANGE
(built 1729)
MARKET STEAD LANE
ST. MARY'S GATE
CONGREG. CHURCH
ST. ANN'S SQUARE
SCALE of Feet.
0
100
R.C.W.
DEC. 1934


THE ENVIRONS OF THE SHAMBLES
IN
1938
CATHEDRAL STREET
CATHEDRAL GATES
HANGING DITCH
VICTORIA BRIDGE
CATEATON STREET
OLD MILLGATE
VICTORIA
DEANSGATE
OLD SHAMBLES
COAL EXCHANGE
OLD SHAMBLES
SITE OF JOHN SHAW'S PUNCH HOUSE
SINCLAIR'S OYSTER BAR
MARKET PLACE
STREET
VICTORIA BUILDINGS
MARKET ST.
ST. MARY'S GATE
BLACKFRIARS ST.
EXCHANGE ST
ROYAL EXCHANGE
SCALE of Feet.
R.C.W.
DEC 1938

Elevation of the Shambles Property.



Elevation of Shambles Property.

The elevation opposite was specially drawn for this volume to show clearly when each section came into Byrom hands. A shaded portion, near the more modern window, shows the passage which originally led to a large garden, bought by Edward Byrom (3), and referred to on page 69. The drawing is based on plans made by H. Hacking before the alterations, Mr. Carter's own measurements, and a later Deed of Purchase by Joseph Byrom.

Phebe Byrom carried on the family business in the Shambles, appearing in Mrs Raffald's Directories of 1773 and 1781. As Phebe died four years after the latter date, it may be assumed she continued to the end of her days. In the next Directory, that of Holme, 1788, the tenant is Mary Leyland, linen-draper, and she continued the business there until 1800.

Kersal Cell.

As the Pre-lease and the Schedule of Kersal Deeds from 1541 to 1692 was published in my "John Byrom's Birthplace," they are omitted from this volume and only the actual Deed of Purchase is printed in the following pages.

Kersal Cell. Deed of Purchase.

Edward Byrom (3). 30. July 1692.

This Indenture Quadrupartite made the Thirtyeth day of July in the fourth Yeare of the Reigne of our Soveraigne Lord and Lady William and Mary by the grace of God of England Scotland ffrance and Ireland King and Queene Defenders of the ffaith Annoq Domini 1692. **Betweene** Richard Goodall Citizen and Merchant Taylor of London, and John Stace Citizen and Grocer of London of the ffirst parte, Thomas Kenion of Kersall in the County of Lancaster Gent and Jane his Wife, and Christian Kenion of the parish of St Dunstans in the East London Spinster Sole Daughter and Heire of Roger Kenion of Wontford Street in the County of Middx Distiller of the Second part, John Vinor Citizen and Distiller of London, Thomas Moulton Citizen and Apothecary of London, Thomas Allen Citizen and Cooper of London, and Thomas Smith of Smithfould in the County of Lancaster Gent of the Third part, And Edward Byrom of Manchester in the County of Lancaster Gent of the ffourth part. **Whereas** A Comission under the Great Seale of England bearing date at Westminster the tenth day of June in the eight and twentieth yeare of the Reigne of King Charles the Second grounded upon the severall Statutes made concerning Banckrupts, Was Awarded against Roger Kenion of London Distiller aforesaid directed to John Troughton and Reginald Bretland Esquires & Mathew Petley Gent, together with Thomas Mills and John

Eyre Gent, Thereby giving full power and authority unto them the said Comissioners four or three of them, Whereof the said John Troughton or Reginald Bretland to be one, To execute the same; As by the said Comission whereunto relation being had, more plainly and at large it doth and may appear. **And Whereas** the said Comissioners or the Major part of them, by the said Comission authorized, having put the said Comission into execution, upon due Examination of Witnesses and other good Proofe upon Oath before them taken, Did find that the said Roger Kenyon for severall yeares together last past before the Date and Suing forth of the said Comission against him, used and exercised the Art Trade or Mistery of a Distiller at his late dwelling house and shop scituate and being in Wynford als Wentford Street in the County of Middlesex near the City of London; And sought and endeavored to get his Living by Buying of severall sorts of Liquors and other Things, and Distilling, and making thereof severall sorts of Strong Waters and other Liquors belonging to the said trade, And selling and disposing thereof to severall persons his Customers. By reason whereof, and such his said Trading and Dealing as aforesaid, he the said Roger Kenyon is become Indebted unto Thomas Boone of Mount Boone in in the County of Devon Esq: and to severall other persons his Creditors, in divers and several Sums of mony, amounting to the Sum of five hundred Pounds and upwards of lawfull mony of England. And being Indebted as aforesaid he the said Roger Kenyon Did before the Date and suing forth of the said Comission (in the Judgments of the said Comissioners.

become Banckrupt to all intents and purposes, within the compass and true meaning of the severall Statutes in the said Comission mentioned, or within some or one of them. **And whereas** an Indenture Tripartite bearing date the thirteenth day of September in the five and twentieth yeare of his said Majesties Reigne Annoq Domini One thousand six hundred seventy and three, made betweene Thomas Smith by the name of Thomas Smith of Smithfould in the County of Lancaster Gent Deceased of the ffirst part, Roger Kenyon Citizen and Distiller of London of the Second part, and George Kenyon the elder of Kersall in the said County of Lancaster Gent, and the said Thomas Kenyon of the same Gent, son of the said George Kenyon of the Third part, At and upon the speciall instance and request of the said George Kenyon & Thomas Kenyon and by and with their full consent direction and appointment, testified by their being made parties thereunto and Signing and Sealing thereof; ffor and in Consideration of the Sum of Six hundred and forty pounds of good and lawfull mony of England to him the said Thomas Smith well and truly paid, **Did** aliene grant bargaine sell release and confirme to the said Roger Kenyon, in his actuall possession being, by vertue of a Bargaine and Sale for six moneths made betweene the parties thereunto, And bearing date the day before the date of the said Indenture: And by vertue of the Statute for transferring Uses into possession, in that case made and provided, **All** that and those the Capitall Messuage and Tenement with the appurtenances scituate standing lying and being in Kersall in the said County of Lancaster, then

or late in the tenure holding or occupation of the said George Kenyon and Thomas Kenyon; or the one or both of them, their or the one or both of their Assignee or Assignees or Undertenants. And also all and Singular Houses Edfices Buildings Barnes Stables Orchards Gardens Backsides Tofts Crofts Yards Courts ffoulds Lands ffeilds Leasows Pastures ffeedings Woods Underwoods Mines Quarries Comons Comon of Pasture and Turbary Wasts Wastgounds New Improvements Wayes Waters Watercourses Pathes Gates liberties easments profits comodities advantages emoluments and hereditaments whatsoever unto the said Messuages Tenements lands hereditaments and premisses before mentioned, and to every or any of them belonging or in any wise appertaining, or therewith, or to or with the same then late or theretofore had occupied used demised or enjoyed, or accepted reputed taken or knowe to be part parcell or member thereof, or as thereunto or unto any of them appertaining or belonging, with the appurtenances. And also all and Singular other the Messuages Cottages Milnes Lands tenements rents reversions services and hereditaments whatsoever, with their and every of their appurtenances, Scituate lying and being in Kersall aforesaid, and in Audenshaw in the said County of Lancaster; And in either of them, or elsewhere in the said County of Lancaster. Which were theretofore part of the late dissolved Monastery of Lenton, and belonging to the Priory or Cell of Kersall, and whereof and wherein he the said Thomas Smith then had any Estate of Inheritance in possession reversion use remainder or

otherwise; in whose tenures possessions or occupations soever the same then were and remained to be. And the Reversion and Reversions Remainder and Remainders of all and Singular the premisses, and of every part and part thereof. And all Rents Boones Duties and Services and Yearly and other profits whatsoever reserved upon any Demises Leases Estates or Grants of all and every of the said premisses. And all the estate and estates right title interest terme use possession reversion remainder inheritance claime and demand whatsoever of him the said Thomas Smith of in and unto the aforesaid Messuages Cottages tenements lands rents services before mentioned, and of in and unto every part and parcell thereof. And all Deeds Escripts Evidences Muniments and Writings touching and concerning the premisses only, or together with other Lands tenements or hereditaments; **To hold** the said Messuages lands tenements hereditaments and premisses with their and every of their appurtenances and every part and parcell thereof, Unto the said Roger Kenyon his Heires and Assignes for ever: To the only Use and behoofe of the said Roger Kenyon his Heires and Assignes for ever, absolutely without any manner of Condition Redemption or Revocation in anywise. **And** whereas the Major part of the said Commissioners did cause the said Messuages lands and premisses to be valued rented and appraised by Men of skill and judgment, who did value the same to be worth, to be lett at the cleare yearly Rent or Sum of forty two pounds per annum: And the Estate and Inheritance of him the said Roger Kenyon therein to be worth to be **Sold**, if free from Incumbrances, The sum of seven

hundred and twenty pounds **And Whereas** by Indenture of bargaine and Sale Inrolled in their Majesties Court of King's Bench bearing date the Seventh day of July in the yeare Our Lord One Thousand Six hundred Seventy and eight, made betweene the said John Troughton and Reginald Bretland Esquires and Mathew Petley Gent of the One part, and the said John Stace and Richard Goodall of th' Other part, In execution of the said Comission and Statutes therein mentioned, by force and vertue thereof; And for and in Consideration of the Sum of ten shillings of lawfull monies of England to the said John Troughton Reginald Bretland and Mathew Petley in hand paid by the said John Stace and Richard Goodall: And in Consideration of the Covenants therein after mentioned to be performed by the said John Stace and Richard Goodall: The said Comissioners **Did** Order bargaine and Sell unto them the said John Stace and Richard Goodall their Heires and Assignes The said Capitall Messuage and Tenement, and all and singular Houses Edifices Buildings Barnes Stables Orchards Gardens backsides tofts yards courts foulds lands feilds meadows pastures feedings woods underwoods mines quarries comons comon of pasture and turbary, wayes priviledges comodities advantages hereditaments and appurtenances whatsoever to the said premisses or any part thereof belonging, or appertaining. And the Reversion and Reversions Remainder and Remainders Rents and Arrears of Rents, Issues and Profits thereof and of every part and parcell thereof. Together with all the estate right title interest claime and demand whatsoever of the said Roger Kenion in Law and

Equity of in and unto the same and every parte and parcell thereof. Together with all the Deeds Writings and Evidences of the saide Roger Kenion touching or concerning the same or any part therof. **To Have** and to hold the saide Capitall Messuage and Tenement, and all and Singular other the premises, unto the said John Stace and Richard Goodall their Heires and Assignes for ever: In as large and ample manner to all intents and purposes as the said Roger Kenion or any in Trust for him, might could should or of right ought to have held the same either in Law or Equity. *Upon trust* nevertheless to and for the use behoofe benefit and advantage of the said Thomas Boone and such other of the Creditors of the said Roger Kenion as had already sought, or should thereafter in due time come in and-seeke Releife by vertue of the said Commission, **And** the said John Stace and Richard Goodall Did therein Covenant and agree with the said Comissioners Parties to the said Indenture that they the said John Stace and Richard Goodall should with all convenient Speed use his or their best Endeavours by Suit in Law or otherwise, to Recover possession of the said Capitall Messuage Tenements Lands and premisses thereby assigned. And after posseession so had and obtained, with like convenient Speed, Sell the same, to the best value he or they could get, bonafide. **And** further, the said John Stace and Richard Goodall Did covenant with the said Comissioners Parties to the said Indenture, from time to time, to Account to the said Comissioners or the Major part of them named in the said Comission, and any after-renewed Comission, for what he or they have Received

by Rents and Profits, and Sale of the said premisses. And the Monies appearing to be in their hands, to pay and deliver unto the said Comissioners or the Major part of them named in the said Comission, or any other after-renewed Comission: To the intent the same might be delivered distributed divided and sett over unto, and amongst him the said Thomas Boone and such other of the Creditors of the said Roger Kenion as had already sought or should thereafter seek Releife by the said Comission, and Contribute towards the Charge thereof: According to the Limitation of the said Statutes: As by the said recited Indentures may appeare. **And whereas** the said Richard Goodall and John Stace have by great Suits in Law Recovered and obtained possession of the said premisses or the greatest part thereof: And the said Thomas Boone is to be satisfied his Debt and Interest by the said Thomas Moulton and Charles Yates deceased, who were Bound with the said Roger Kenion for the same, And had Counter-bonds from him the said Roger Kenion for Saving them harmless for being Bound therein. And whereon they have sought Releife by the said Comission: And the said Thomas Allen hath Married the Relict and Executrix of the said Charles Yates, and is thereby Intitled to the said Charles Yates his part. And the John Vinor and the said Thomas Kenion the said John Stace and others are Creditors of the said Roger Kenion, And have also come into the said Comission for their severall Debts. **And** whereas the said Thomas Kenion is Heire male of the said George Kenion who was the ffather of the said Thomas Kenion and Roger Kenion and the said Christian

Kenion his Sole Daughter, and heire of the said Roger Kenion. **And whereas** the above said Thomas Smith obtained Judgment against the said Roger Kenion, and extended the same on the above said Lands and Hereditaments lying at Kershall aforesaid; and after dyed: having constituted Alice his wife his Executrix; who proved his will, And hath since Intermarried with Roger Throp Gent, who have assigned the said Extent and all benefit of the said Judgment unto the said Thomas Son of the said Thomas Smith, deceased: who hath agreed to accept of the Sum of one hundred and twenty pounds for his right and title of in and unto the said Judgment and Extent. And hath Assigned & transferred ye same unto the said Edward Byrom or in Trust for him. And the said Thomas Kenion hath also agreed to accept of the sum of two hundred and thirty pounds over and above what he hath had and received by the Rents and Profits of the said Estate, And otherwise doth owe and is Indebted to the Estate of the said Roger Kenion and to convey and grant all his Right and Title to the said Lands & premisses hereafter mentioned **Now this Indenture Witnesseth** that they the said Richard Goodall and John Stace for and in consideration of the Sum of seven hundred pounds of lawfull monies of England in hand paid by the said Edward Byrom at and before the sealing and delivery of these presents, And the said Thomas Kenion for and in consideration of the said Sum of two hundred and thirty pounds of like lawfull mony to him also in hand paid by the said Edward Byrom, And also in Consideration of one hundred and twenty pounds of like lawfull mony of England

in hand paid to the said Thomas Smith son of the said Thomas Smith: In all amounting unto the Sum of one thousand and fifty pounds: The severall and respective Receipts whereof they doe severally and respectively hereby acknowledge. And thereof and of every part and parcell thereof doe hereby severally and respectively acquit exonerate and discharge the said Edward Byrom his Executors and Administrators by these presents. And the said Christian Kenion for and in Consideration of one Guinny of like lawfull monies of England also in hand paid by the said Edward Byrom: The Receipt whereof she the said Christian Kenion doth acknowledge; And thereof and of every part and parcel thereof doth hereby acquit exonerate and discharge the said Edward Byrom his Executors and Adminstrators by these presents: They the said Richard Goodall and John Stace by and with the consent and approbation of the said Thomas Kenion Christian Kenion John Vinor Thomas Moulton Thomas Allen and Thomas Simth, testified by their being Parties hereunto, and Signing and Sealing of these presents; And also they the said Thomas Kenion and Jane his Wife and Christian Kenion, Have and each of them hath bargained sold aliened released & Confimed, and by these presents they the said Richard Goodall John Stace Thomas Kenion and Jane his Wife and Christian Kenion Doe, and each and every of them doth grant bargaine sell aliene release and confirme unto the said Edward Byrom (In his actuall possession now being by vertue of one Indenture Quadrupartite of bargaine and Sale made betweene the said Parties to these presents bearing date the day before the date

of these presents; And of the Statute for Transferring Uses into possession) his Heires and Assignes **All** that the aforsaid Capitall Messuage and Tenement, and all and singular Houses Edifices Buildings Barnes Stables Orchards Gardens Backsides Tofts Yards Courts ffoulds Lands ffeilds Meadows Pastures ffeedings Woods Under-woods Mynes Quarryes Comons Comon of pasture and turbary, wayes priviledges comodities advantages hereditaments and appurtenances whatsoever to the said premisses or any part thereof belonging or appertaining. And the Reversion and Reversions Remainder and Remainders Rents Issues and Profits of all and Singular the premisses: And also all the estate right title interest use trust profit claime and demand whatsoever of the said Richard Goodall John Stace Thomas Kenion and Jane his Wife and Christian Kenion of in and unto the said premisses and every part and parcell thereof either in Law or Equity. Together with all Deeds Writings and Evidences touching or concerning the same ▲ or can come by. **To Have and to hold** the said Capitall Messuage Tenements and all Houses Edifices Buildings Lands Meadowes Pastures and all and Singular other the premisses, Unto the said Edward Byrom his Heires and Assignes, To the only Use and behoofe of the said Edward Byrom his Heires and Assignes for ever, To be holden of the Lord or Lords of the ffee or ffees, by the Rents and Services thereof and of right accustomed. **And the said** Richard Goodall and John Stace for themselves and for their severall and respective Heires Executors & Administrators and for their several and respective acts and deeds, and not for the acts and deeds of each other, Doth

covenant grant and agree to and with the said Edward Byrom his Heires Executors Administrators and Assignes and every of them by these presents That they the said Richard Goodall and John Stace or either of them, have not, or hath, made done permitted or suffered any act matter or thing wherewith, or by reason or meanes whereof the said premisses or any part or parcell thereof, is, are, shall or may be impeached or incumbered in title charge estate or otherwise howsoever. **And the said** Christian Kenion doth for herselfe her Heires Executors and Administrators covenant grant and agree to and with the said Edward Byrom his Heires Executors Adminstrators and Assignes by these presents That she the said Christian Kenion hath not made done, or wittingly or willingly permitted or suffered to be made or done any act matter or thing wherewith or by reason or meanes whereof the said premisses or any part and parcell thereof is, are, shall or may be incumbered or impeached in title charge estate or otherwise howsoever. **And the said** Thomas Kenion for himselfe his Heires Executors and Administrators doth covenant grant and agree to and with the said Edward Byrom his Heires Executor Administrators and Assignes by these presents: That he the said Thomas Kenion and the said Richard Goodall John Stace and Christian Kenion or some of them at the time of ensealing and delivery of these presents is or are seized of and in an Estate of Inheritance in ffee simple of and in the said Capital Messuage Lands and premisses. And that he they or some of them have or hath in him them or some of them good right true title lawful and absolute power

and authority to grant and convey the said Capitall Messuage Lands and premisses unto the said Edward Byrom and his Heires in manner and forme aforesaid **And** further, that he the said Edward Byrom his Heires and Assignees shall and may peaceably and quietly have hold occupy possess and enjoy the same Capitall Messuage and all and singular other the premises; ffree and cleare, and freely and clearly acquitted exonerated & discharged of and from all former Bargaines Sales Gifts Grants Wills Intailes Judgments Recognizances Statutes merchant and of the Staple, Extents Executions Debts to the King and Queenes Majesties. And of and from all other title troubles charges and incumbrances whatsoever already or hereafter to be had made levied suffered or executed by the said Thomas Kenion and Richard Goodall John Stace and Christian Kenion and the said George Kenion and Roger Kenion or any other person or persons claiming or to claime the said premisses or any part or parcell thereof by from or under him them or any of them, their or any of their Heires and Assignes. **And the said** Thomas Kenion and Christian Kenion for themselves their Heires and Assignes doe covenant grant and agree to and with the said Edward Byrom his Heires Executors and Administrators and every of them by these presents That they the said Thomas Kenion and Jane his wife and Christian Kenion, and all and every person and persons claiming or to claime the said premisses or any part or parcell thereof by from and under them every or any of them, shall and will upon request and the Cost and Charges in the Law of the said Edward Byrom his Heires and Assignes, Make doe

execute and suffer, and cause or procure to be made done acknowledged executed and suffered all and every other such further and lawfull act and acts thing or things Conveyances and Assurances in the Law. Be it by ffyne Recovery ffeoffment Release or any other lawfull or reasonable wayes or meanes whatsoever. So as he or they or any of them be not compelled to Travell further than his or their Place or Places of abode for doing thereof **And** it is hereby further Agreed by and betweene all and every the said Parties to these presents That all and every such Conveyances and Assurances, so or in such manner already had made levied or suffered, or hereafter to be had made levied executed and suffered, shall and may Enure, and so shall be taken deemed and construed to be and enure **To** and for the only use and behoofe of the said Edward Byrom his Heires and Assignes. And to and for no other use intent or purpose whatsoever **In Witness** whereof the Parties first above named to these present Indentures have interchangeably set their hands and Seales the day and yeare first above written.

Rich. Goodall. John Stace. Tho: Kenyon. Jane Kenyon. her marke

Christian Kinnyon. Seal, no name. Thomas Moulton. Thomas Allen. Tho: Smith. No signature, seal missing.

There are 10 tabs for seals, 8 of which are alike. Smiths is different.

For Endorsements see next page.

Endorsements.

Sealed & Delivered by the within named Thomas Moulton and Thomas Allen In the Presence of us
R. Britland. H. Coningesby. Wm. Andrew. James Boardman.
Sealed and Delivered by the within named Richard Goodall John Stace and Christain Kenyon in the presence of
R. Britland. H. Coningesby. Wm. Andrew. James Boardman.
August the sixth 1692 Recd of the within named Edward Byrom the Sume of Two Hundred and thirty pounds beeing his pte of the Consideracon moneys within menconed £ 230. Wittnesse my hand the Day & Yeare above said.

Thos. Kenyon.

Wittnesses hereto

Lawtn Sleigh. Joseph Byrom. Geo: Bretland.

June the twoe & twentieth 1693. Received of the within named Edward Byrom the Sume of one hundred and twentye pounds beinge my pte of the Consideracion moneys within menconed Witnes my hand the day and yeare above

Tho: Smith.

Witnesses hereto

Joshua Browne. Charles Moreton. Jno. Waite.

Sealed and delivered by the within named Thomas Kenion and Jane Kenion in the presence of

Lawtn Sleigh. Joseph Byrom. Wm. Fawrnese.
James Hilton. Geo: Bretland.

Signed sealed and delivered by the within named Thomas Smith in the presence of us

Joshua Browne. Charles Moreton. Jno. Waite.

Kersal Cell.

Bought by Edward Byrom (3) *for* £1,050, *July* 30*th*, 1692. *Raines mistakenly antedated this purchase by a whole generation as Edward Byrom* (2) *died* 24 *years before it was bought.*

John Byrom was not born here, but in the Shambles property for he was 5 *months old before his father bought Kersal Cell. Neither did he write "Christians Awake" here, nor was it first sung outside this house. Both these took place at his home in Hanging Ditch where his library remained until after the death of his widow in* 1778. *The Kersal Cell fictions only arose early in the* 20*th century as Byrom's home had been demolished in* 1821.

Partition of Kersal Moor.

Edward Byrom (3). 11. May 1697.

This Indenture Tripartite made the Eleaventh day of May In the Ninth yeare of the reigne of our Soveraigne Lord William the Third by the grace of god of England Scotland ffrance and Ireland King defender of the faith &c In the year of our Lord One thousand Six hundred Ninety Seaven **Betweene** James Chetham of Turton in the County of Lancaster Esq of the first part Henry Greenhalgh of Brandlesome in the sd County of Lancaster Esq of the second part, and Edward Byrom of Manchester in the aforesaid County of Lancaster Gent of the third part, **whereas** the said James Chetham Henry Greenhalgh and Edward Byrom are seized as tenants in Comon in ffee simple to them and their heires or of some other partible Estate of and in All that piece or parcell of ground lyeing and being in the parish of Manchester aforesaid heretofore called or knowne by the name of Kersall wood and now or late called or knowne by the name of Kersall Moore contayneing by estimacon One hundred Acres or thereabouts according to the reputacon of the country there And whereas it is intended by the parties hereunto, That a Division and Particon shall bee made of the said premisses by force and vertue of a writ of particon and Judgment thereon to bee had and obtained or by agreement betweene the said parties or otherwise according to the share and proporcon that each of them hath and lawfully clayme therein, **Now this Indenture** witnesseth That the said James Chetham and Henry Greenhalgh and either of them for themselves

severally and not Joyntly and for their severall and respective heires Executors administrators and assignes and for every of them and for their severall acts and defaults and not the one of them for the acts or defaults of the other of them Doe and each of them doth Covenant promise grant and agree to and with the said Edward Byrom his heires Executor administrators and assignes That they the said James Chetham and Henry Greenhalgh their heires Executors adminstrators and assignes shall and will from time to time and at all times hereafter well and truely content satisfy and pay unto the said Edward Byrom his heires Executors administrators and assignes their full share rate Contribucon and dividend of all and every such sume and sumes of money costs charges and expenses as he the said Edward Byrom his heires Executors administrators and assignes or any of them shall from time to time and at all times hereafter during the space of Tenn yeares next ensueing the date hereof lay out disburse sustaine or bee put unto for by reason or on account of makeing such particon and division of the premisses as aforesaid according to the share and proporcon that they every or any of them have and lawfully clayme or shall or may have or lawfully clayme in the same and alsoe for by reason or on account of any Action or Actions Suit or Suits that hereafter shall or may bee brought comenced or presented for by or against the partys hereunto every or any of them their every or any of their heires Executors administrators or assignes by any of the Lords of the Mannors their or any of their formers or tenants or any of the Inhabitants of the Mannors Townships villages or parishes of Salford Prestwich

Kersall and Broughton in the said County of Lancaster or of any of them by virtue on account or upon pretence of any right or rights of Comon that they or any of them have or pretend to have or shall or may have or pretend to have in or upon the premisses or any part thereof by reason of any cause matter or thinge heretofore had made used or done, And likewise for by reason or on account of any action or actions suit or suits that hereafter shall or may bee brought comenced or presented by the parties hereunto or any of them their or any of their heires Executors or administrators for Ejecting one Samuel Brierly miller out of the possession of a Mill and Cottage and tenement parcell of the premisses And the said James Chetham and Edward Byrom and either of them for themselves severally and not Jointly and for their severall and respective heires Executors administrators and assignes and for every of them and for their severall acts and defaults and not the one of them for the acts or defaults of the other of them Doe and each of them doth Covenant promise grant and agree to and with the said Henry Greenhalgh his heires Executors administrators and assignes That they the said James Chetham and Edward Byrom their heires Executors administrators and assignes shall and will from time to time and at all times hereafter well and truely content satisfy and pay unto the said Henry Greenhalgh his heires Executors administrators and assignes their full share rate contribucon and dividend of all and every Such Sume and Sumes of money costs charges and expences as hee the said Henry Greenhalgh his heires Executors administrators and assignes or any of them shall from time to time and att all

times hereafter during the space of Tenn Yeares next ensueing the date hereof lay out disburse sustaine or bee put unto for by reason or on account of makeing such particon and division of the premisses as aforesaid according to the share and proporcon that they every or any of them have and lawfully clayme or shall or may have or lawfully clayme in the same And alsoe for by reason or on account of any action or actions suit or suits that hereafter shall or may bee brought comenced or presented for by or against the partys hereunto every or any of them their every or any of their heires Executors administrators or assignes by any of the Lords of the mannors their or any of their farmers or tennants or any of the Inhabitants of the Mannors Towneshipps villages or parishes of Salford Prestwich Kersall and Broughton in the said County of Lancaster or of any of them by vertue on account or upon pretence of any right or rights of Comon that they or any of them have or pretend to have or shall or may have or pretend to have in or upon the premisses or any part thereof by reason of any cause matter or thinge heretofore had made used or done, And likewise for by reason or on account of any action or actions suit or suits that hereafter shall or may bee brought comenced or presented by the parties hereunto or any of them their or any of their heires Executors or administrators for Ejecting one Samuel Brierly Miller out of the possession of a Mill and Cottage or tenement parcell of the premisses And the said Henry Greenhalgh and Edward Byrom and either of them for themselves severally and not Joyntly and for their severall and respective heires Executors administrators and assignes and for every of them

and for their severall acts and defaults and not the one of them for the acts or defaults of the other of them Doe and each of them doth Covenant promise grant and agree to and with the said James Chetham his heires Executors administrators and assi gnes That they the said Henry Greenhalgh and Edward Byrom their heires Executors administrators and assignes shall and will from time to time and at all times hereafter well and truely content satisfy and pay unto the said Henry Greenhalgh his heires Executors administrators and assignes their full share rate contribucon and dividend of all and every Such Sume and Sums of money costs charges and expences as hee the said James Chetham his heires Executors administrators and assignes or any of them shall from time to time and att all times hereafter during the space of Tenn Yeares next ensueing the date hereof lay out disburse sustaine or bee put unto for by reason or on account of makeing such particon and division of the premisses as aforesaid according to the share and proporcon that they every or any of them have and lawfully clayme or shall or may have or lawfully clayme in the same And alsoe for by reason or on account of any action or actions suit or suits that hereafter shall or may bee brought comenced or presented for by or against the parties hereunto every or any of them their every or any of their heires Executors administrators or assignes by any of the Lords of the mannors their or any of their farmers or tennants or any of the Inhabitants of the Mannors Townеships villages or parishes of Salford Prestwich Kersall and Broughton in the said County of Lancaster or of any of them by vertue on account or upon pretence of any right

or rights of Comon that they or any of them have or pretend to have or shall or may have or pretend to have in or upon the premisses or any part thereof by reason of any cause matter or thinge heretofore had made used or done, And likewise for by reason or on account of any action or actions suit or suits that hereafter shall or may bee brought comenced or presented by the parties hereunto or any of them their or any of their heires Executors or administrators for Ejecting one Samuel Brierly Miller out of the possession of a Mill and Cottage or tenement parcell of the premisses **In witnesse** whereof the parties aforesaid to these present Indentures have Interchangeably sett their hands and seales the day and yeare first above written.

H. Grenehalgh. *Edw. Byrom.*

Endorsement.

Sealed and delivered in the presence of, and these words viz: (the Lords of the Mannors their or any of their ffarmers or tenants or any of) being first interlined before the sealing and delivery thereof.

Cha: Hulton. *Cor: Nedham.*

Breaking of Marriage Indenture.

In the Marriage Indenture (*p.* 66) *provision was made for a transfer of the right of dower in the Shambles property to other premises. In accordance with this, the following Deed breaking such jointure was drawn up in preparation for transferring the right of dower to Kersal Cell.*

Breaking of Marriage Settlement.

Edward Byrom (3). 4. July 1699.

This Indenture made The fourth day of July In the Eleaventh year of the Raigne of our most Gracious Sovereigne Lord William the Third by the Grace of God of England Scotland ffrance and Ireland King Defender of the ffaith &c Anno Dm 1699 **Between** Edward Byrome of Manchester in the County of Lancaster Linnen Draper and Dorothy his wife on the one part **And** Richard Allen of Redivall in the County of Lancaster Gent And John Stansfield of Manchester aforesaid now Servant of the said Edward Byrom upon the other part **witnesseth** That for the Clearing the Messuage Burgage or Tenemt Shops hereditamts & premisses hereafter menconed and the Estate & Title thereof off and from all Jointures Estates uses limitacons of uses and Estates and uses intaile which have been thereof formerly made And to the intent & purpose that the same may be established unto the said Edward Byrome and his heires for ever And that the said Edward Byrome may have a good & absolute Estate in ffee simple And likewise full power and ability of all & every the Messuage Burgage or Tenemt Shops hereditamts & premisses hereafter in these presents specified To make Estates and limit uses And to grant Settle Convey devise assure and dispose thereof as it shall seem meet good or convenient to him the said Edward Byrome And for divers good causes & Consideracons the said partyes thereunto moveing **It is hereby** Concluded and agreed on by & between all & every the said partyes to these presents for them & their

heires And the said Edward Byrome & Dorothy Byrome for themselves & their heirs do Covenant grant & agree to & with the said Richard Allen & John Stansfield their heirs Executors & adminrs & every of them by these presents That they the said Edward Byrome & Dorothy Byrom his wife shall & will at the next Generall Sessions or Generall Assisses to be holden at Lancaster for the County Pallatine of Lancaster before the Justice or Justices of Assise there Rightfully & in due forme of Law according to the Statute in that behalfe & according to the Custome & usage of the said County Pallatine Acknowledge and Levie to the said Richard Allen and John Stansfield One ffine Sur Cognizance de droit Come ceo with p'clamacons in such case used & accustomed Of all that & those the Messuage Burgage or Tenemt Scituate lyeing & being in Manchester aforesaid in or near unto a Certain place or Street there called the fflesh - Shambles heretofore in the Tenure holding or Occupacon of Anne Siddell widow or of her assignee or assignees and late in the Tenure holding or occupacon of Edward Byrom deceased late ffather of the said Edward Byrome or of his assignee or assignees And now in the Tenure holding or Occupacon of him the said Edward Byrome party to these presents or of his assignee or assignes And all that one Shoppe with the apptenances Scituate standing & being in Manchester aforesaid in or near to the aforesaid street or place there called the Market Stead or the Market place and adjoineing to the same Messuage Burgage or Tenemt or to some part or pcell thereof and late in the Tenure holding or occupacon of the said Edward Byrome deceased or of his assignee or assignees

& now in the Tenure holding or occupacon of the said Edward Byrome party to these presents his assignee or assignees And all those two other Shopps with their appurtenances Scituate standing & being in Manchester aforesaid in or near to the aforesaid Street or place called the fflesh Shambles aforesaid & adjoineing to the aforesaid Messuage or Tenemt or Some part or parcell thereof heretofore in the Severall or other Tenures or occupacons of the said Anne Siddell & of one Isaac Mosse or of the one of them their or the one of their assignee or assignees And now in the Tenures holdings or Occupacons of Joseph Byrome and Ambros Yates or of their or one of their assignee or assignees And alsoe all and singuler houses Edifices buildings barnes Staples Shops Sellars Chambers warehouses workhouses Entryes and other Rooms backsides Courts Yards ffoulds Curtillages Tofts Lights Windows Easiaments Pendeses Stables Libertyes Standings wayes paths Gates waters watercourses Comodityes advantages Emoluments & hereditamts whatsoever unto the said Messuage or Tenement Shopps hereditaments and premisses and to every or any of them belonging or any waise apptaineing or therewith or to or with the same and to every or any of them now late or heretofore had occupyed used demised or enjoyed or accepted reputed taken or known as part parcell or member thereof as thereunto belonging or apptaineing with the apptences by such apt and proper name and names Quantityes Qualityes Contents descripcons of Lands and other things and in such manner and forme as by the said Edward Byrom party to these presents or his Counsell learned in the Law shall be reasonably devised

advised or required The which said ffine So or in any other manner or Sort to be had made Levied acknowledged or executed and the uses thereof is hereby declared consented unto and agreed upon by all the said partyes to these presents And the said Richard Allen and John Stansfield shall by force thereof Stand and be Seized of the said Messuage Burgage or Tenemt Shops hereditamts and premisses herein before mencoued with the apptences To and for the Sole proper use and behoof of him the said Edward Byrome his heires and assignes for ever In witnesse whereof the partyes to these presents have Interchangably hereunto put their hands and Seals the day and Year first above written.

Edwd Byrom. Dorothy Byrom. Richd Allen. John Stansfield.

Endorsement.

Scaled Signed and delivered upon duble Stamp Partchmt in the presence of *G. Pigot.*

Adr: Hirst. *Thomas Gregson.*

Pronunciation of Surname.

The spelling of the name Byrome with a final -e in the foregoing and the two following deeds seems to indicate that this surname was pronounced with a long -o and two syllables; By-rome. Revival of such a pronunciation would prevent the frequent confusion of John Byrom with Lord Byron.

Deeds making Kersal Cell the jointure of Dorothy, wife of Edward Byrom (3), *follow.*

Pre-Lease to Deed of Dower.

Edward Byrom (3). 19. July 1699.

This Indenture made The Nineteenth day of July In the Eleventh year of the Reigne of our Sovereigne Lord William the Third by the Grace of God of England Scotland ffrance and Ireland King Defender of the ffaith &c Annoq Dm 1699 **Between** Edward Byrome of Manchester in the County of Lancaster Linnen Draper upon the one part and Richard Allen of Redivall in the County of Lancaster Gent: And John Stansfield of Manchester aforesaid now Servant of the said Edward Byrom upon the other part **witnesseth** That the said Edward Byrome for and in Consideracon of the Sume of ffive shillings of lawfull money of England to him in hand payd by the said Richard Allen and John Stansfield the Receipt whereof the said Edward Byrome doth hereby acknowledge And thereof & of every part & parcell thereof doth hereby acquitt exonerate & discharge the said Richard Allen and John Stansfield their Executors & adminrs by these presents **Hath** bargained & Sold and by these presents doth bargain & Sell unto the said Richard Allen & John Stansfield their Executors & adminrs **All that** Capitall Messuage or Tenemt Scituate lyeing & being in Kersall in the County of Lancaster heretofore in the possession of George Kenion late of Kersall aforesaid Gent & alsoe Thomas Kenion & Roger Kenion Sonnes of the said George Kenion their or Some of their assignes Tenant or Tenants And now or late in the possession or occupacon of the sd Edward Byrome his assignee or assignees Tenant or Tenants

And alsoe all and singuler houses Edifices buildings barnes Stables Orchards Gardens Backsides Tofts yards Courts foulds Lands ffields Meadows Leasows pastures ffeedings woods underwoods Mines Quarries Comons Comon of pasture & Turbary wayes wastground New Improvements ways waters watercourses paths Gates Liberties Easimts P'fitts advantages Emoluments hereditaments whatsoever unto the sd Messuage Tenemts Lands hereditamts & premisses before menconed & to every or any of them belonging or in any wise apptaineing therewith or to or with the same now late or heretofore had occupied used demised or enjoyed or accepted reputed taken or known to bee part parcell or member thereof or as thereunto or unto any of them apptaineing or belonging with the apptences **And alsoe** all and Singuler the Messuages Cottages Milnes Lands Tenemts Rents Revercons Services & hereditamts what soever with their & every of their apptences Scituate lyeing & being in Kersall aforesaid & in Audershaw in the said County of Lancaster & in either of them whereof or wherein the said Edward Byrome hath any estate of Inheritance in possession Revercon use Remainder or otherwise & the Revercon & Revercons Remainder & Remainders Rents Issues & pfitts of all & singuler the premisses **To have and to hold** the said Capitall Messuage Tenemt Lands hereditamts & all & singuler the premisses unto the said Richard Allen & John Stansfield their Executors adminrs & assignes from the day before the date hereof for & dureing all the Terme & time of Six months from thence next ensueing & fully to be compleat & ended **To the Intent** & purpose that they the said Richard Allen

and John Stansfield may be in Actuall possession of all & singuler the premisses & thereby & by the Statute for transferring uses into possession may be enabled to accept of a grant & Release of the Revercon & Inheritance of all & singuler the premisses unto them & their heirs for ever **In witnesse** whereof the ptyes to these presents have interchangably put their hands & Seals the day and year first above written.

Endorsements.

Be it remembered that the within mentioned summe of five shillings was accordingly Paid and afterwards this present Indenture was sealed Signed and delivered upon duble stamp Parchmt in the Presence of

G. Pigot. *Abr: Hirst.* *Thomas Gregson.*

Deed of Dower to Kersal Cell.

Edward Byrom (3). **20. July 1699.**

This Indenture made The twentieth day of July In the Eleventh year of the Reigne of our most Gracious Sovereigne Lord William the Third by the Grace of God of England Scotland ffrance and Ireland King Defender of the ffaith &c Annoq Dm 1699 **Between** Edward Byrome of Manchester in the County of Lancaster Linnen Draper upon the one part And Richard Allen of Redivall in the County of Lancaster Gent: And John Stansfield of Manchester aforesaid now Servant of the said Edward Byrom upon the other part **witnesseth** That

the said Edward Byrome for and in Consideracon of a Marriage heretofore had and Solemnized Between Dorothy Byrome now wife of the said Edward Byrome and him the said Edward Byrome And for the Settling & estateing a Competent Jointure upon the said Dorothy Byrom in case shee Survive him the said Edward Byrome in the place & Stead of such former Jointure as at any time heretofore was Settled upon the said Dorothy Byrome or to any pson or psons for her use And in Leiw and full Satisfaccon of all such Dower & title of Dower as after the Death of the said Edward Byrome shee might or could in any wise claime out of the Messuages Lands and hereditamts of him the said Edward Byrome And alsoe for the Estateing and Settleing of the premisses in Such manner as hereafter is expressed And for divers other Consideracons him the said Edward Byrome hereunto moveing He the said Edward Byrome Hath granted released and confirmed And by these presents Doth grant release and confirme unto them the said Richard Allen & John Stansfield their heires and assignes in their Actuall possession now being by vertue of a Lease of bargain and Sale to them thereof for Six months made by the said Edward Byrome by Indenture bearing date the day before the date of these presents And by force of the Statute for transferring uses into possession All that Capitall Messuage or Tenemt Scituate lying & being in Kersall in the County of Lancaster heretofore in the possession of George Kenion late of Kersall aforesaid Gent & alsoe Thomas Kenion & Roger Kenion Sonnes of the aforesaid George Kenion their or Some of their assignes Tenant or Tenants And now

or late in the possession or Occupacon of said Edward Byrome his assignee or assignees Tenant or Tenants **And** alsoe all and singuler houses Edifices buildings barnes Stables Orchards Gardens Backsides Tofts Yards Courts ffoulds lands ffields Meadows Leasows pastures ffeedings woods underwoods Mines Quarries Comons Comon of pasture and Turbary wayes wasteground New Improvemts ways watercourses paths gates libertys easiamts P'fitts advantages emolumts and hereditamts whatsoever unto the said Messuage Tenemt Lands hereditamts and premisses before menconed and to every or any of them belonging or in any wise apptaineing therewith or to or with the same now late or heretofore had occupyed used demised or enjoyed or accepted reputed taken or known to be part parcell or member thereof or as thereunto or unto any of them apptaineing or belonging with the apptences **And alsoe** all & Singuler other the Messuages Cottages Milnes Lands Tenemts Rents Revercons Services and hereditamts whatsoever with their and every of their apptences Scituate lyeing & being in Kersall aforesaid and in Audershaw in the said County of Lancaster and in either of them whereof or wherein the said Edward Byrome hath any Estate of Inheritance in Possession Revercon use Remainder or otherwise and the Revercon & Revercons Remainder & Remainders Rents Issues & pfitts of all & singuler the premisses **To have and to hold** the said Capitall Messuage Tenemt Lands hereditamts & all singuler other the premisses unto the said Richard Allen and John Stansfield their heirs & assignes for ever **To** such use & uses intents & purposes and under and upon Such Conditons

P'visoes and limitacons as in these presents hereafter are menconed and Expressed and to and for no other use intent and purpose whatsoever **That is to say** unto the use and behoofe of him the said Edward Byrome and his assignes for and dureing the Terme of his naturall life without Impeachmt of or for any manner of waste **And** from and after his decease **Then** to and for the use and behoofe of the said Dorothy Byrome now wife of the said Edward Byrome for the Terme of her naturall life for her Jointure and full Recompence and Satisfaccon of her Dower or Title of Dower of in or unto any of the Messuages Lands Tenemts and hereditamts of him the said Edward Byrome And in Satisfaccon Leiw or stead of Such former Jointure as at any time heretofore hath been Settled upon her or any other person or persons for her Jointure **And** from and after the decease of her the said Dorothy Byrome **Then to the use and behoofe** of the right heirs of him the said Edward Byrome for ever **Provided alwayes** and the true intent and meaneing of these presents and of the partyes to the same are **And** neverthelesse it is Covented and agreed by & between the said partyes to these presents **That** if the said Dorothy Byrome doe Survive him the said Edward Byrome and after his death shall claime any Dower out of all or any of the Messuages Lands or hereditamts of him the said Edward Byrome or shall claime for to have any former Jointure to be made good unto her which was at any time heretofore Settled upon her the said Dorothy Byrome or any person or persons for her use And to that end and purpose doth bring any Writt or Writts of Dower or any other Writt for the recovery of any

Such Jointure so formerly Settled upon her or any person or psons for her use Or make any Entry into any Lands Tenemts and hereditamts heretofore Settled upon her for her Jointure other than what is hereby Settled upon her **That then** and in Such case the Estate in and by these presents before limitted to the said Dorothy Byrome for her life shall cease end and determine anything herein Contained to the contrary notwithstanding **In witnesse** whereof the partyes to these presents have Interchangably put their hands and Seals the day & year first above written.

Edwd Byrom.

Endorsement.

Signed Sealed and delivered upon duble Stamp Parchmt in the presence of

G. Pigot. *Abr. Hirst.* *Thomas Gregson.*

Lease of Kersal Mill.

Edward Byrom (3). **3. June 1702.**

This Indenture made the Third day of June Anno Dm one thousand Seven hundred and two and in the First yeare of the Reigne of our most Gracious Soveraigne Lady Anne by the grace of God Queene of England Scotland ffrance and Ireland Defender of the faith &c **Betweene** Samuell Cheetham of Turton in the County of Lancaster Esq Henry Greenhalgh of Brandlesome in the said County Esq upon the one parte and

Edward Byrom of Manchester in the said County of Lancaster Linnendraper upon the other parte **Witnesseth** that whereas there hath beene Lately a designe and Intention amongst all the said parties for Erecting and New building of an Antient Mill scituate and being in Kersell in the said County of Lancaster commonly called or Knowne by the name of Kersell Mill in which Each of the said parties Claymes an Equall third part And for the Carrying on the aforesaid Designe and Intention Each of the said parties have paid Disbursed and laid out Divers Sumes of money for the makeing and burning of a Brickilne (Vizt) the said Samuell Cheetham hath Expended and laid downe the Sume of thirteene pounds the said Henry Greenhalgh the sume of Tenn pounds and the said Edward Byrom the rest and Residue of the aforesaid Charge and Expence **And** Whereas it hath beene since mutually agreed amongst all the said parties that the said Edward Byrom shall Reimburse the said Samuell Cheetham and Henry Greenhalgh their aforesaid Severall and respective Charges of Tenn pounds and Thirteene pounds so laid Downe and Expended as aforesaid And that in Consideracon thereof They the said Samuell Cheetham & Henry Greenhalgh should permit and Suffer the said Edward Byrom to have receive and take the said Brickilne to his owne proper use & benefit And to Demise unto the said Edward Byrom all their Severall and respective third parts and Shares of the said Mill and a Cottage or tenement formerly called Darbyshires tenemt for the terme of Ninety nine yeares In consideration whereof and in performance of the aforesaid Agreement and of the yearly Rent hereafter in and every those

presents reserved and forasmuch as the said Edward Byrom hath before the Execution of these presents paid unto the said Samuell Cheetham the Sume of Thirteene pounds and to the said Henry Greenhalgh the Sume of Tenn pounds the receipt of which said severall sumes they do hereby respectively acknowledge and Confess and thereof and of every part and parcell thereof doe Exhonerate and discharge the said Edward Byrom his Executors and administrators and for divers other Consideracon them moveing They the said Samuell Cheetham and Henry Greenhalgh hath Demised Granted sett and to farme letten and by these presents doe Demise Grant sett and to farme lett unto the said Edward Byrom his Excutors & Administrators All that and their said severall and respective third parts and Shares of the said Grist Mill or water Mill with the appurtenances Commonly called or knowne by the Name of Kersell Mill scituate Lyeing and being in Kersell in the said County of Lancaster And all their severall and respective third parts and shares of the Ground and Soyle whereupon the same Mill standeth and of the mill-greene and Garden thereunto belonging And the suite of and to the said Mill and their severall and respective third parts and Shares of the Toule for grinding of all the Corne and Graine whatsoever And also of All and Singular headweres and the soyle whereon the said headweres doe stand and are built and of all headweres hereafter to bee built and the Soyle thereof And of all and Singuler Millstones Millpooles Milldames banks Ponds Streames Waters watercourses ffishings wayes Paths passages Easements profitts Comodities Advantages Emoluments and

appurtenances whatsoever to the said Mill and other the premisses by these presents demysed and granted or to any of them or to any part or parcell thereof Incident belongeing or appertaineing or which the same now or at any time heretofore used occupied had taken reputed or enjoyed Together wth free Liberty to break up the Soyle and Ground in and upon their severall respective Shares and third parts of and in a Certain Moore called Kersell Moore near adjoyning to the said Mill for letting in Springs to the dames or pooles of ye said mill **And** the said Samuell Cheetham and Henry Greenhalgh for the Consideration aforesaid hath demysed granted set and to farme Letten and by these presents do demise grant set and to farme Let unto the said Edward Byrom his Executors and Administrators All their severall & respective parts and shares of that Cottage or tenement in Kersell in the sd County of Lancaster wherein one Thomas Kenyon doth now dwell Commonly called or knowne by the Name of Darbyshires tenement And their severall and respective third parts and Shares of the Garden and ground thereunto belongeing **To have and to hold** the said severall & Respective third parts or Shares of the said Mill Cottage or tenement And all Singuler other the premisses herein before menconed or intended to bee hereby Demised and granted and every part & parcell thereof with th'appurtenances unto the said Edward Byrom his Executors Administratrs and Assignes from the makeing hereof for and Dureing the whole terme of Ninety nine yeares from thence next following and fully to bee Compleat and Ended Yeilding and Paying for the first yeare of the said terme the rent

of one Pepr Corne And Yeilding and paying yearly Dureing the residue of the said terme the yearely rent or Sume of tenn Shillings to the said Samuell Cheetham his heirs Executors & Administratrs and Tenn Shillings to the said Henry Greenhalgh his heirs Executors & Administrators at the ffeast of Saint John Baptist And the said Samuell Cheetham for himself his Heirs Executors and Administrators and the said Henry Greenhalgh for himselfe his heirs Executors and Administrators doe severally and not Joyntly nor one for the other or for the acts of the heirs Executors or Administrators of the other Covenant grant and agree to and with the said Edward Byrom his heirs Executors & Administrators by these presents That it shall and may bee Lawfull to and for the said Edward Byrom his heirs Executors and Administrators at any time Dureing the said terme to pull Downe the said Mill now standing in and upon the said premisses for the new Erecting and building of a new Mill and that they the said Samuell Cheetham and Henry Greenhalgh Dureing the said terme In case the said Edward Byrom shall soe long live Shall and will permit and suffer the said Edward Byrom and his assignes & Agents to Erect and build Scaffolds upon the said Moore called Kersall Moore upon any publick occasion or meeting there and to breake up ground on the said Moore and make any other Conveniency for persons standing or sitting thereupon those publick occasions And to take money or any other Gratiffication for his Sole and proper use of Persons makeing use of the said Scaffolds and other Conveniency so to bee made as aforesaid and will not at any time Dureing the said terme in case the said Edward

Byrom so long live give and grant their Lycence or Liberty to any other persons to Erect Scaffolds and break up the Ground of the said Moore as aforesaid **And** the said Edward Byrom doth for himselfe his heirs Exors and Administrators covenant promise Grant and agree to and with the said Samuell Cheetham and Henry Greenhalgh their Executors and Administrators that hee the said Edward Byrom his Executors and Administrators Shall and will Dureing the said terme pay or cause to bee paid unto the said Samuell Cheetham & Henry Greenhalgh the said yearly Rent in manner and forme as aforesaid And that in case the said Samuell Cheetham and Henry Greenhalgh or either of them or their or either of their heirs be minded to Cohabit or Dwell in Kersall aforesaid at any time Dureing the said terme They their and either of their respective heirs and familyes so Cohabiting there Shall be Tole and Hopper free for the expence of their Severall and respective Familyes Dureing the said terme Soe Long as they or either of their respective heirs and familyes doe their Cohabite and Dwell **And** that hee the said Edward Byrom his Executors and Administrators shall and will at all tymes hereafter Clearely acquitt Exhonerate and Discharge or otherwise save and keep harmless the said Samuell Cheetham & Henry Greenhalgh their Executors and Administrators and every of them and all their goods and Chatles against all persons whatsoever of for from and concerneing all manner of suits quarrels Costs Demands troubles and Incumbrances whatsoever which shall or may happen arrise come grow or bee unto the said Samuell Cheetham and Henry Greenhalgh or either of them their heirs

Executors & Administrators for or by reason or means of Erecting the said Scaffolds & breaking the said Ground or takeing mony or Gratuetyes of persons that makes use of the same as aforesaid **In witnesse** whereof the parties to these presents have hereunto set their hands and Seales ye day and yeare first above written.

Samuel Chetham. H. Grenehalgh. Edw. Byrom.

Endorsement.

Sealed and Delivered the within mentioned Sumes of Thirteen pounds and Tenn pounds being first paid by the said Edward Byrom unto the said Samuell Cheetham and Henry Greenhalgh In the presence of us

Wm. Assheton. Adam Scholes. Samll Hough.

Kersal Mill stood on the banks of Singleton Brook, near the north side of Moor Lane and is shown on the 1845 *Ordnance map. The mill was demolished early in the* 20*th century.*

Purchase of Lands in Salford.

In 1703, *Edward Byrom* (3) *purchased lands in Greengate and Gravel Hole, Salford. These lands had formerly been the inheritance of Serjeant-Major John Byrom, who fought on the side of Charles I, and later of his son, Adam, who died unmarried in* 1684. *But this purchase did not include Salford Hall, the home of that branch of the family, as this residence was in Serjeant St, now the lower end of Chapel St.*

Purchase of Lands in Salford.

Edward Byrom (3). 29. July 1703.

This Indenture made the nine and twentieth day of July Anno Domini 1703 and in the Second year of the reign of our most gracious Soveraign Lady Anne by the grace of God of England Scotland ffrance and Ireland Queen Defender of the faith Between Nathaniel Jenkinson of Lyme ditch within ffailsworth in the County of Lancaster Chapman and John Aynsworth of the City of Westminster Lynendraper on the one part and Edward Byrom of Manchester in the County of Lancaster Linendraper on the other part Witnesseth that they the said Nathaniel Jenkinson and John Aynsworth for and in Consideracon of the Sume of two hundred forty and five pounds of good and lawfull money of England to them or one of them in hand paid by the said Edward Byrom at and before the ensealing and delivery of these presents the receipt whereof they do hereby acknowledge and thereof and of every part and parcell thereof do hereby acquitt exonerate and discharge him the said Edward Byrom his heirs executors and administrators and for divers other good causes and Consideracons them moving have granted released and confirmed and by these presents Do grant release and confirm unto the said Edward Byrom (in his actuall possession now being) by virtue of a Bargain and Sale to him thereof made by the said Nathaniel Jenkinson and John Aynsworth by Indenture bearing date the day next before the date of these presents for the term of six months to comence from the day next before the date of the

same Indenture and of the Statute for transferring uses into possession and to his heirs and assignes for ever All those severall Closes and parcells of Arable Land Meadow and pasture ground lying and being in Salford in the said County of Lancaster formerly the Inheritance of John Byrom late of Salford Esq deceased and Adam his son or the one of them and herein hereafter particularly menconed That is to say one Close or parcell of ground there comonly called or known by the name of the greengate adjoyning to the Lane leading from Back Salford to Browton ford containing by estimacon two Acres of Land or thereabouts one other Close of Land there adjoyning to the Street or Lane in Salford aforesaid called the Gravell Hole comonly called or known by the name of the Bowling green Together with a Summer House therein erected and builded in the South side thereof And also one Garden or Garden ground adjoyning to the South side of the said Bowling Green and Summer House late in the possession or occupacon of Nathaniel Jenkinson containing in the whole by comon estimacon half an acre of Land or thereabouts Together with all and singular ways waters watercourses paths passages Easements Comons Comon of pasture and turbary libertys priviledges freedoms profits comoditys advantages and Hereditaments whatsoever thereunto or unto any part or parcell thereof belonging or in any wise appertaining or now or at any time heretofore had used or enjoyed or accepted reputed taken or known as part or parcell or member thereof or of any part thereof And the reversion and reversions remainder and remainders thereof and of every part and parcell thereof and

all rents dutys and services whatsoever reserved upon any Demise Lease Estate or Grant Demises Leases Estates & Grants heretofore made or granted of the same hereby granted premises with the appurtenances or of any part or parcell thereof And all the whole Estate right title interest reversion use possession inheritance claim and demand whatsoever of them the said Nathaniel Jenkinson and John Aynsworth their heires and assignees or any of them of in and unto all and every of the said hereby granted premisses with their appurtenances and of in and unto every part and parcell thereof Together with all manner of Deeds Evidences and writings whatsoever touching and concerning the same hereby granted premisses with the appurtenances only or only any part or parcell thereof And true copys in writing of all such other Deeds Evidences and writings whatsoever which in anywise touch and concern the said premisses with the appurtenances or any part or parcell thereof joyntly or together with other Lands or things the same copys to be had and made forth at the proper cost and charges of the said Edward Byrom his heirs or assignes or some of them To have and to hold the said Summer house garden Lands and premisses by these presents granted with their and every of their appurtenances and every part and parcell thereof unto the said Edward Byrom his heirs and assignes for ever unto and for the sole only proper use and behoofe of the said Edward Byrom his heirs and assignes absolutely for ever without any manner of condicon redempcon or revocacon in anywise to hold of the Chief Lord or Lords of the fee or fees thereof by the rents and Services thereof due and of right accustomed And

the said Nathaniel Jenkinson doth grant for himself and his heirs by these presents that he the said Nathaniel Jenkinson and his heirs all and every the aforesaid premisses in and by these presents granted with their and every of their appurtenances and every part and parcell thereof unto him the said Edward Byrom his Heirs and assignes against him the said Nathaniel Jenkinson his Heirs and assignes and against all person and persons whatsoever lawfully claiming the same hereby granted premisses with the appurtenances or any part or parcell thereof shall and will warrant and for ever by these presents defend And the said John Aynsworth doth grant for himself and his Heirs by these presents that he the said John Aynsworth and his Heirs All and every the aforesaid premisses in and by these presents granted with their and every of their appurtenances and every part and parcell thereof unto him the said Edward Byrom his Heirs and assignes against him the said John Aynsworth his heirs and assignes and against all person and persons whatsoever lawfully claiming the said hereby granted premisses with the appurtenances or any part or parcell thereof shall and will warrant and for ever by these presents defend And the said Nathaniel Jenkinson and John Aynsworth for themselves their heirs executors and administrators Covenant promise grant and agree to and with the said Edward Byrom his heirs executors and administrators and assignes and to and with every of them by these presents that they the said Nathaniel Jenkinson and John Aynsworth are or the one of them now is and standeth lawfully and rightfully seized of and in the aforesaid Summer House Garden Lands and

premisses hereby granted or meant or menconed to be granted with their and every of their appurtenances and every part and parcell thereof of a good pure perfect lawfull absolute and indefeazible Estate of Inheritance in fee simple without any manner of condicon limitacon of use or uses or any other matter or thing to alter change defeat determine or make void the same And that they the said Nathaniel Jenkinson and John Aynsworth now have good Estate full power lawfull and absolute authority by good and just title in the Law to grant release and confirme unto the said Edward Byrom his heirs and assignes forever all and every the aforesaid hereby granted premisses with their and every of their appurtenances and every part and parcell thereof according to the true intent and meaning of these presents And that he the said Edward Byrom his heirs and assignes and every of them shall and may from time to time and at all times for ever hereafter peacably and quietly have hold use occupy possess and enjoy all and every the aforesaid hereby granted premisses with their and every of their appurtenances and every part and parcell thereof without the lett suit trouble molestacon hindrance Incumbrance claim or disturbance whatsoever of him the said Nathaniel Jenkinson Sarah his now wife and of him the said John Aynsworth and Susanna his now wife their heirs Executors administrators or assignes or of any other person or persons whatsoever lawfully claiming the said premisses or any part or parcell thereof in any wise And further that the aforesaid premisses in and by these presents granted or menconed or intended to be granted with their and every of their appurtenances and every part and parcell thereof now are and be and

so from henceforth for ever hereafter shall and may remain continue and be unto the said Edward Byrom his heirs and assignes for ever free and clear and freely and clearly acquitted exonerated and discharged or otherwise upon reasonable request in that behalf to be made well and sufficiently saved and kept harmless lossless and indempnifyed by them the said Nathaniel Jenkinson and John Aynsworth their heirs and assignes or some of them of and from all manner of former and other Bargains and sales gifts grants Estates Leases uses Joyntures Dowers Mortgages Entails taills devises uses rents arrearages of rents Statutes Recognizances Judgements Extents Execucons outlawries forfeitures titles troubles burdens charges incumbrances whatsoever heretofore had comitted suffered or done by the said Nathaniel Jenkinson and John Aynsworth their Heirs or assignes or by any other person or persons whatsoever And the said Sarah now wife of him the said Nathaniel Jenkinson and the said Susanna now wife of the said John Aynsworth nor either of them shall not at any time hereafter claim any dower or right or title of dower of in or unto the before menconed premisses or any of them And moreover that he the said Nathaniel Jenkinson and Sarah his wife John Aynsworth and Susanna his wife and all and every other person and persons whatsoever having or lawfully claiming to have any good Estate right title or interest of in and unto any the aforesaid hereby granted premisses with the appurtenances or of in or unto any or part or parcell thereof shall and will from time to time and at all times hereafter at and upon the reasonable request cost and charges in the Law of the said Edward Byrom his heirs

or assignes do make acknowledge levy suffer and execute all and every former and other lawfull and reasonable act and acts thing and things devise and devises Conveyance and Conveyances assurance and assurances in the Law whatsoever for the further and better assurance surety sure making conveying and confirming of all and every the aforesaid premisses in and by these presents granted with their and every of their appurtenances and every part and parcell thereof unto the said Edward Byrom his heirs and assignes for ever according to the true intent and meaning of these presents be it or they by fine or fines with proclamacon in due form of Law recovery or recoverys with single or double voucher or vouchers Deed or Deeds inrolled or not inrolled Release Confirmacon with warranty as aforesaid at the eleccon and choice of him the said Edward Byrom his heire and assignes or by all and every the ways and means before in these presents menconed contained and expressed or by any good lawfull and reasonable ways and means whatsoever as by him the said Edward Byrom his heirs and assignes or his Councell learned in the Laws shall be in that behalf lawfully and reasonably devised advised tendered or required so as he the said Nathaniel Jenkinson and the said Sarah his wife John Aynsworth and the said Susanna his wife and their Heirs nor any other the persons for the making doing acknowledge levying and suffering and executing thereof be not inforced to travell above the space of ten miles from the severall place or places of his or their abode at the time of such request to be to him or them in any wise as aforesaid And it hereby declared and fully agreed upon by and amongst all the said partys to

these presents for themselves and their heirs that all and all manner of fines feofments and releases - - - all other Acts and assurances whatsoever to be in any sort had made done suffered acknowledged levyed or executed by and amongst the said partys to these presents their heirs or assignes or any of them of for touching or concerning the said premisses in and by these presents granted with the appurtenances or any part thereof solely by themselves or joyntly or together with any other Lands or things or whereunto they the said Nathaniel Jenkinson and John Aynsworth and their heirs or any of the persons aforesaid shall be in any wise party or partys tenant or tenants vouchee or vouchees and the effect full force and execucon of them and every of them for and upon the consideracon aforesaid shall be and enure and shall be construed adjudged deemed and taken to be and enure unto and for the sole and only proper use and behoofe of the said Edward Byrom and his heirs and assignees for ever and to and for no other use intent and purpose whatsoever in any wise **In Witness** whereof the partys to these presents have hereunto Interchangably Sett their Hands and Seales the Day and Year first above written.

John Aynsworth. *Nathaniell Jenkinson.*

Endorsements.

This twenty nineth day of July 1703 received of and from Edward Byrom the sume of two hundred forty and five pounds being the consideracon and - - money - - -

Nathaniell - - - - - *Jno Aysnworth.*

Deed damaged and unreadable.

Signed by Nathanell Jenkinson in the presence of :-
Joseph Byrom. *Arthur Scolfield.* *John Stansfield.*
Signed by John Aynsworth in the presence of :-
Will Byrom. *John Hevenson.* *Ellin Byrom.*

Sealed and delivered upon double stampt parchment (the word grant twice and these words joyntly dowers mortgages intails wills devises uses and these further words unto the said Edward Byrom his heirs and assignes for ever being first interlined) and afterwards sealed and delivered by the within named John Aynsworth in the presence of:-
Wm Andrew. *Will Byrom.* *John Stansfield.* *Robt Pigot.*

Sealed and delivered upon double stampt Parchment (the word grant twice and these words joyntly Dowers Mortgages Intails Wills Devises uses and these further words unto the said Edward Byrom his heirs and assignes for ever being first interlined) and afterwards Sealed and delivered by the within named Nathanell Jenkinson in the presence of:-
Joseph Byrom. *Arthur Scolfield.* *John Stansfield.*

Edward Byrom. (3).

1711.
15. Aug: [illegible].

WILL.

Proved in Canterbury. 28. August, 1727.

I **Edward Byrome** of Manchester in the County of Lancr Gentleman Doe hereby revoke all former Wills by me made and do publish and declare this to be my last Will and Testa-

ment (that is to say) I will and devise that all my just Debts and funeral Expences be in the first place paid and satisfyed *And whereas* I have already settled my Messuage or Tenement in Kersall in the parish of Manchester in the County of Lancr aforesd upon Dorothy Byrome my now Wife for her Life for her Joynter I do hereby ratify and confirm the same Settlement and I do give and bequeath unto my said Wife during her Life the use of all and every my household goods and furniture that will be found in my dwelling House at Kersall aforesd at the time of my decease Also I give unto my Daughter Anne Byrome the Sum of four hundred pounds and to my Daughters Dorothy Byrome Elizabeth Byrome and Ellen Byrome the Sumes of three hundred pounds apiece to be paid them respectively as they are in Seniority of age and priority of Birth and so soon as conveniently may be with Interest for the same respectively at the Rate of five pounds per Cent per Annm from the time of my decease Also I give and bequeath unto my Daughters Sarah Byrome Phebe Byrome and to my Son John Byrome the Summs of three hundred pounds apiece to be paid unto each of them respectively at their respective ages of one and twenty years of age with Interest for the same respectively in the mean time at the Rate of five pounds per Annm from the time of my decease *Also* I give and bequeath unto my said Son John Byrome all my printed Books for his sole use and benefit *Also* I give and devise unto my Brother in Law William Andrews Citizen and Merchant Taylor of London my Brother Joseph Byrome of Manchester aforesd Mercer and unto my Eldest Son Edward Byrome and unto

their Heirs and Assignes all my Messuages Tenements Lands Rents and Hereditaments situate lying and being in Manchester and Kersall aforesd and in Pendleton in the said County & elsewhere in the said County of Lancaster and all my Estate right title and interest of in and to the same or any part or parcell thereof (the said Estate and interest of and in the said Messuage and Tenement in Kersall herebefore devised to my said Wife only excepted during the continuance of her said Life) Nevertheless and to the intent and purpose that the said William Andrews Joseph Byrome and my said Son Edward Byrome and the Survivors and Survivor their Heirs and Assignes shall and may by sale mortgage or demise of the said Messuages Tenements Lands Rents Hereditaments and premisses or any part or parcell thereof or otherwise at their discretions levie and raise so much money as my personal Estate shall fall short and not be sufficient for the payment of my said Debts and Legacys And I will and devise that after the raising thereof the same shall be accounted reckoned and esteemed as part of my personal Estate and shall accordingly be disposed by my Executors hereafter named wth the rest of my personal Estate as is before devised and appointed and be applyed towards the payment and satisfaction of my said Debts and Legacies And all the rest and residue of my said Messuages Tenements Lands Rents Hereditaments and premisses wth their and every of their Appurtenances which shall remain unsold and undisposed of after the payment of my said Debts and Leasies (*mistake for legacies*) and the rest and residue of all my Goods Chattells and personal Estate whatsoever my

Executors being first paid what they or either of them or any of them shall have laid out in and about the Execution of this my last Will and Testament I will and devise unto my said Son Edward Byrome his Heirs Executors Admirs and Assignes and to that end and purpose I will and devise that they the said William Andrews and Joseph Byrom their Heirs and Assignes after the said Debts and Legacies are paid off and satisfied as aforesd do convey and release unto my said Son Edward Byrome his Heirs and Assignes All their Estate Right Title and Interest of and in the remaining Messuages Tenements Lands Rents Hereditaments and premisses it being my will and mind that my Son Edward Byrome his Heirs and Assignes shall have all the remaining premisses wch shall happen to be unsold and undisposed of as aforesd And Lastly I do constitute ordain and make my said Brother in Law William Andrews my said Brother Joseph Byrome and my said Son Edward Byrome Executors of this my last Will and Testament *In Witness* whereof I the said Edward Byrome have hereunto set my hand and Seal this fifteenth day of August in the year of our Lord one thousand and seven hundred and eleven

Edwd Byrom.

Sealed signed published and declared by the within named Edward Byrom to be his last Will and Testament in our presence and We have subscribed our names as Witnesses to the signing sealing and publication thereof in the presence of the said Edward Byrome.

G. Pigot. *Josiah Kersley.* *Richard Gorton.*

Court Leet Records.

Volume 6. *The page is given at the end of each entry.*

1677. Fined 1d for one cloathyard too short. 45.
.. .. 3d .. .. 44.
1678. Juror. 47.
Fined 3d for one Cloathe yard too short. 50.
Item the Jury aforesaide doe find that Mr Edward Byrom is sonn and heire of his late father - - - - and hath certeine lands Scituate and beinge neare the Crosse in Manchester formerly the Inheritance of his said late fathers and is to come into this Court to doe his suite & Service. 52.
Bylawman for Deansgate both Marketstidds & Old mealgate. 57.
1679. Took the Oath of Allegiance to Charles II. 85.
Officer to give notice to the Boroughreeve concerning inmates for Markett Stidds. 94.
1680. Juror. 105.
Markett Looker for ffish and fflesh. 106.
1681. Juror. 128.
Searcher of Leather and Sealer thereof. 130.
Fined 4d for one clothyard too short. 133.
1683. Juror. 171.
Fined 3d for one clothyard too short. 179.
1684. Fined 6d for one clothyard too short. 191.
Searcher and Sealer of Leather. 199.
1685. Fined 6d for Two Clothyards too short. 227.
1692. Trustee for Clarke's Charity. 260.
1711. .. .. 269.
1690. Received per Edward Byrom into the Boroughreeve's Chest, Writings of Mr John Alexander's Gift of Three pounds a year. 285.

The Court Leet Records for 1688 *to* 1730 *and the Constables' Accounts from* 1648 *to* 1742 *are both missing.*

In 1684, *Old Style, but* 1685 *according to our reckoning, there was a dispute about the title to the Shambles property. Both Deeds of Feb: and the Common Recovery at Lancaster, March, are in my possession but, as they contain no fresh information, they are not printed in this volume. In one of these Deeds I found a letter in the handwriting of Edward Byrom* (3) *which explains the damaged condition of the Deed on pages* 32 *to* 43.

Note on Damaged Deed.

Edward Byrom (3). 2. April 1685:

Som time since theire Being a Rumor that Mr James Ratclife (Brother to Mr Wm Ratclife of whom my Father purchessed this my messuage) had found an Ould Intaile wch was Datted in Queen Elizabeth days the wch was saide Never was Docked & so hee fell heire at Law to all his Ancesters Lands & would Begin to Looke for them upon wch severall of the purchesers Depossited to abo't 3 : 5 : - to search the Records at Lanchester, which acordingly Mr Jo Yates & Mr Tho White did but Found nothing to Our satisfaction In the mean while Mr Ja Ratclife was Bussy Consulting the Lawyers & pticulerly Lawyer Lightboune who was not so Rest in his owne Opinion but to Consult his Bro: they Learned in the Law at London Now Our Inquisistion Came to the Hearing Mr Jno Waite who is Mr Ratclifs attorney & also that som of us had a fine where upon Mr Waite Rides Forthwith to preston & Theire sees it Dockited & afterwards at sizes Following Found it in the Rolles & it was Don & the Father of Mr Wm & James

Ratclife in Oliver Cromwells time in Our Late Confusions & in that year that Mr Hopwood of Staniclife or Hopwood was Sherrife of this County & a coppy of wch I have upon the discovery of this fine Mr Ratclife being Sattisfied hee Could do no Good Desisted Further then in words now abott This time I Looking upon the Deed of purches & my unsckillfull or Carless Laying up of them I Find the Ratts had Eatten of the Sirename Ratclife & for Som Other Reasons moving mee I Joyned with Ritcherd Worthing in Lifting a Recovery at Law upon this my mesuage at this Lent assizes Befor for wch I Gave Mr Ja Ratclife two Ginnys to suffer mee & wch I have now maide the Suerrest titell to it as the Law of England can Make mee And this I did for security of my posterity not to Leave them In trouble or doubt of what is my owne

Installings in the Market Place.

Edward Byrom (3). **1692-3-7.**

On the 16th of May 1692. A Grant of Installment in the Market Place, was made to Mr Edwd Byrom by Saml Lightboune, the then Borough Reeve.

In 1693. A Similar Grant of Installment was made by Joshua Browne, the Borough Reeve.

In 1697. A Similar Grant by Robert Alexander, Borough Reeve.

The Original Instruments conveying these Grants were in the possession of the late Mrs Byrom relict of Dr Byrom.

There must have been a more detailed account of these installings than the foregoing as the Weekly Times quotes:- "On 16th May 1692, was stallinged and installed, Edward Byrom of Manchester, milliner, in one stall, stallinge, or standing room, at or near the Crosse, in the market place, in Manchester aforesaid, formerly in the possession of Francis Rydings deceased, being next to Robert Peltons, towards the Crosse, conteyning in breadth two yards and length three yards. - - - - Mr Byrom must have prospered, for within a short time he added to his stall, that of his next neighbour, Robert Pelton, the chapman before named, and also the one previously held by Samuel Barlow, a leather cutter, the whole of them adjoining to each other and described as "standing on the west side of the Cross." Though styled a milliner, Mr Byrom was in reality a mercer or haberdasher."

Addition.

Edward Byrom (3) was appointed one of the Churchwardens in 1692 and became senior Churchwarden in 1702.

Correction.

All the Deeds were indexed on the front but that on the Will of Edward Byrom (3) was incorrect hence the alterations on pages 52 and 141. The last word of the Will is "eleven."

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